

## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **West Irondequoit Central School District and West Irondequoit Teachers Association (2009)**

Employer Name: **West Irondequoit Central School District**

Union: **West Irondequoit Teachers Association**

Local: **N/A**

Effective Date: **07/01/09**

Expiration Date: **06/30/12**

PERB ID Number: **6488**

Unit Size: **N/A**

Number of Pages: **98**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA / 6488

AGREEMENT

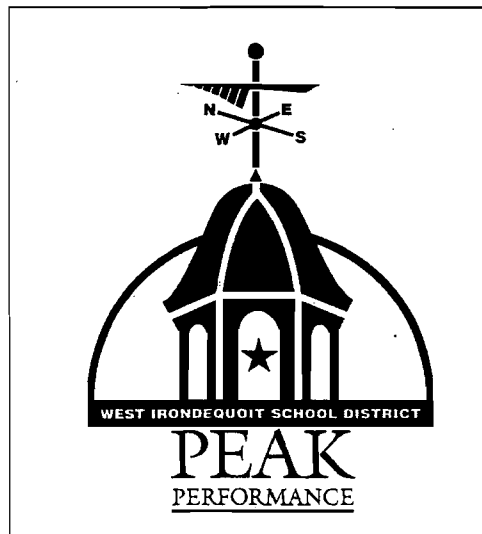
BETWEEN

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

AND

WEST IRONDEQUOIT TEACHERS' ASSOCIATION

July 2009 – June 2012



IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



## CONTENTS

<b>ARTICLE I - DEFINITIONS .....</b>	<b>1</b>
A. TEACHER.....	1
B. PARAPROFESSIONAL.....	1
C. ASSOCIATION.....	1
D. DISTRICT .....	1
E. UNIT MEMBER.....	1
<b>ARTICLE II - ETHICS AND ACADEMIC FREEDOM .....</b>	<b>2</b>
A. ACADEMIC FREEDOM .....	2
B. INDIVIDUAL FREEDOM.....	2
C. ALLEGED VIOLATIONS .....	2
<b>ARTICLE III - RIGHTS AND RESPONSIBILITIES.....</b>	<b>2</b>
A. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION .....	2
1. Association Rights .....	2
2. Association Responsibilities.....	3
B. SCHOOL BASED PLANNING.....	4
1. Using school performance information to improve student success .....	4
2. Setting objectives consistent with identified needs and District and/or State goals .....	4
3. Planning activities to accomplish objectives .....	4
4. Closely monitoring the progress of the plan .....	4
5. Accepting responsibility for presenting and reporting the results to the school community .....	4
C. SPECIAL DUTY SELECTION COMMITTEE .....	5
D. SPECIAL DUTY ASSIGNMENTS.....	5
E. ANNUAL SCHOOL BUDGET DISCUSSIONS.....	5
1. Board-Association Sessions .....	5
2. Department and Grade Level Sessions .....	5
F. JOB DESCRIPTIONS .....	5
G. PARTNERSHIP FOR CHANGE.....	6
H. AD HOC ADVISORY COMMITTEES .....	7
<b>ARTICLE IV - WORK YEAR AND HOURS OF DUTY .....</b>	<b>7</b>
A. WORK YEAR .....	7
1. Total Days.....	7
2. School Calendar .....	8
3. K-6 Work Year .....	8
B. HOURS OF DUTY .....	8
1. School Hours.....	8
2. Duty Free Lunch .....	8
3. Governing and Executive Council – Early Release .....	8
4. Meetings Beyond Regular Hours of Duty .....	8
5. Open House.....	9
6. School Activities Beyond Regular Hours of Day .....	9
<b>ARTICLE V - TEACHING LOAD .....</b>	<b>9</b>
A. GRADES 7-12 .....	9
1.-3. Maximum Weekly Schedule .....	9
4. Science Labs .....	10
5. Lunchroom Assignments .....	10
6. Administrative Assignment.....	10
B. GRADES K-6 .....	10
1. Kindergarten Teachers –Unassigned Time.....	10
2.-6. Grades 1-6.....	10
7. Team Leaders.....	11
8. Release Time –Parent Conferences (K-4 and LSP in K-6) .....	11
9. Lunchroom Assignments .....	12
10. Administrative Assignment .....	12

C.	TEACHERS OF PUPILS WITH HANDICAPPING CONDITIONS .....	12
1.	<i>Resource Room Teachers</i> .....	12
2.	<i>Learning Skills Program Teachers</i> .....	12
3.	<i>Consultant/Combination Teachers</i> .....	12
D.	LIBRARY MEDIA SPECIALISTS - UNASSIGNED TIME .....	12
E.	RESOURCE CENTER ASSIGNMENT .....	13
F.	TRAVELING UNIT MEMBERS .....	13
<b>ARTICLE VI - SCHOOL BUILDINGS AND FACILITIES .....</b>		<b>13</b>
A.	HEALTH, SAFETY AND MAINTENANCE .....	13
B.	REPAIRS .....	14
1.	<i>Pupils</i> .....	14
2.	<i>Repair Requests</i> .....	14
C.	FACILITIES .....	14
1.	<i>Room for Employee Use</i> .....	14
2.	<i>Lockable Facility for Each Unit Member</i> .....	14
3.	<i>Heating</i> .....	14
4.	<i>Parking Facilities</i> .....	15
D.	SMOKE FREE DISTRICT .....	15
<b>ARTICLE VII - STAFFING AND DISTRICT SUMMER EMPLOYMENT OPPORTUNITIES .....</b>		<b>15</b>
A.	ANNUAL ASSIGNMENT .....	15
1.	<i>New Teachers</i> .....	15
2.	<i>Returning Teachers</i> .....	15
3.	<i>Summer Changes</i> .....	15
B.	BUILDING TRANSFERS .....	15
C.	SENIORITY .....	16
D.	REDUCTION IN FORCE-LAYOFFS .....	16
1.	<i>Layoff Procedure</i> .....	16
2.	<i>Recall Procedure</i> .....	16
E.	EMPLOYMENT OF CERTIFIED TEACHERS .....	16
F.	POSTING OF ANNOUNCEMENTS OF NEW POSITIONS AND VACANCIES .....	17
G.	FULL-TIME TO PART-TIME – BENEFITS .....	17
H.	REVIEW OF STAFFING PLAN .....	17
I.	GUARANTEED RIGHTS .....	17
J.	MENTOR .....	17
1.	<i>Application Process</i> .....	17
2.	<i>Responsibilities/Release Time</i> .....	18
3.	<i>Compensation</i> .....	18
<b>ARTICLE VIII - FRINGE BENEFITS .....</b>		<b>19</b>
A.	HOSPITAL-MEDICAL INSURANCE: ACTIVE SERVICE UNIT .....	19
B.	105 PLAN .....	19
C.	HOSPITAL-MEDICAL INSURANCE: ACTIVE PARAPROFESSIONALS .....	19
D.	PART TIME UNIT MEMBERS .....	19
E.	HOSPITAL-MEDICAL INSURANCE: RETIRED UNIT MEMBERS .....	19
F.	ON-THE-JOB INJURIES .....	20
G.	LIFE INSURANCE .....	20
H.	DENTAL PLAN .....	21
I.	LONG-TERM DISABILITY .....	21
J.	TAX-SHELTERED ANNUITIES .....	21
K.	FLEXIBLE BENEFITS .....	22
<b>ARTICLE IX - ABSENCES, LEAVES, AND RELEASE TIME .....</b>		<b>22</b>
A.	SICK LEAVE .....	22
1.	<i>Allowances</i> .....	22
2.	<i>Illness of a Prolonged Nature</i> .....	22
3.	<i>Pro Rata Sick Leave</i> .....	23

4. Sick Leave Allowance C	23
B. PERSONAL ABSENCE	24
1. Allowances	24
2. Discussion with Supervisor	24
3. Pro Rata Allowances	24
4. Reasons	24
5. Bereavement Leave	25
6. Personal Absence in Excess of Five Days	25
7. Personal Absence at the Beginning or Ending of a Recess Period	25
8. Catastrophic Family Hardship (C.F.H.)	25
C. JURY DUTY AND COURT ATTENDANCE	26
D. PROFESSIONAL ABSENCES	26
1. Conferences, Institutes, Meetings, and Workshops	26
2. Classroom Visits	26
E. EDUCATIONAL LEAVE	26
1. Eligibility	26
2. Purposes	26
3. Applications	27
4. Salary	27
5. Tuition Reimbursement	27
6. Discontinuance	27
7. Assignment Upon Return	27
8. Salary Upon Return	28
9. Notification of Intent	28
10. Obligation Upon Return	28
F. HEALTH, FAMILY, AND PERSONAL CONDITIONS	28
G. GOVERNMENT SERVICE	28
H. MILITARY DUTY	28
I. CHILD CARE LEAVE	28
1. Eligibility and Beginning of Leave	28
2. Rights Upon Return	29
3. Fulfillment of Probationary Period	29
4. Salary Increment	29
5. Precipitous Termination of Pregnancy	29
J. TEACHER EXCHANGES	29
K. DELEGATES TO ANNUAL RETIREMENT MEETING	30
L. REPRESENTATIVE ASSEMBLY OF THE NEW YORK STATE UNITED TEACHERS	30
M. RELEASE TIME FOR ASSOCIATION PRESIDENT	30
N. PAYROLL DEDUCTION OPTIONS FOR NYSUT BENEFIT TRUST AND VOTE/COPE	30
<b>ARTICLE X - SUPERVISION, EVALUATION, TEACHER FOLDERS, DISCIPLINARY ACTION, &amp; FAIR DISMISSAL</b>	<b>31</b>
A. STATEMENT OF PURPOSE	31
B. SUPERVISION	31
1. PURPOSE	31
C. STANDARDS FOR PROFESSIONAL PRACTICE IN TEACHING	31
1. IDENTIFICATION OF SUPERVISORS	32
2. GUIDELINES FOR ASSIGNING SUPERVISORY RESPONSIBILITIES	32
3. PROCESS OF SUPERVISION	33
4. PEER COACHING ALTERNATIVE	34
b. Participant Criteria	34
c. Participant Responsibilities	35
d. District Responsibilities	35
e. Peer Coaching Application Process	36
D. EVALUATION	36
1. PURPOSE OF EVALUATION	36
2. IDENTIFICATION OF EVALUATORS	37
3. PROCESS OF EVALUATION	37
E. TEACHER INPUT SUPERVISION/EVALUATION PROCESS	38
F. TEACHER PERSONNEL FOLDERS	38
1. Pertinent Information on Teacher's Activities	38

2. Teacher Review of Folder Materials.....	38
3. Review of Materials Which Reflect Adversely Upon a Teacher.....	38
4. Limited Inspection.....	38
G. DISCIPLINARY ACTION.....	38
H. FAIR DISMISSAL.....	38
1. Just Cause.....	39
2. Written Notice and Meeting with Supervisor.....	39
3. Superintendent's Notice of Dismissal Recommendation.....	39
4. Board Hearing.....	39
5. Association as Party in Interest.....	39
6. Board Decision.....	40
EVALUATION FORMS.....	41-45
<b>ARTICLE XI - PARAPROFESSIONALS – TERMS OF EMPLOYMENT .....</b>	<b>46</b>
A. HOURLY PAY SCALE – .....	
1. Teacher Aides.....	46
2. Teacher Assistants.....	47
3. Longevity Schedule.....	48
B. PROFESSIONAL GROWTH AND DEVELOPMENT .....	48
C. POSTING OF PARAPROFESSIONAL POSITIONS .....	49
D. TRAVEL TIME.....	49
E. COMPENSATION FOR MILEAGE.....	49
F. PAID HOLIDAY ALLOWANCE .....	49
G. VACATIONS FOR TWELVE-MONTH PARAPROFESSIONALS .....	50
H. PERFORMANCE APPRAISAL FORM FOR PARAPROFESSIONALS.....	50
I. PERSONNEL FOLDERS.....	50
1. Pertinent Information of Activities.....	50
2. Review of Folder Materials.....	50
J. TERMINATION.....	51
K. LAYOFF AND RECALL .....	51
L. NOTIFICATION OF EMPLOYMENT.....	51
M. WORK YEAR EXTENSION .....	51
N. TRANSFER.....	52
O. FINGERPRINTING .....	52
P. COMPENSATION DURING SCHOOL BREAKS.....	52
<b>ARTICLE XII.....</b>	<b>61</b>
A. TEACHER SALARY .....	61
1. Teacher Salary Schedule July 1, 2009 – June 30, 2012 .....	61
B. PAYROLL OPTIONS .....	62
C. PROFESSIONAL TRAINING .....	62
D. CURRICULUM WRITING.....	62
E. COMPENSATION FOR MILEAGE.....	62
F. BUILDING TRANSFERS: COMPENSATION TO TEACHERS .....	62
G. TUITION REIMBURSEMENT .....	63
H. STUDENT TEACHER VOUCHERS.....	63
I. NATIONAL BOARD CERTIFICATION .....	64
J. SERVICE INCREMENT PLAN.....	64
<b>ARTICLE XIII - COMPENSATION FOR SPECIAL DUTIES.....</b>	<b>65</b>
A. SUBJECT MATTER COORDINATORS, CONTACT TEACHERS, FOURTH GRADE TEAM LEADERS .....	65
B. K-3 TEAM LEADERS .....	65
C. COORDINATOR OF MEDIA SERVICES .....	65
D. CHAIRPERSON FOR COMMITTEE ON SPECIAL EDUCATION .....	65
E. INFORMATION SERVICES SPECIALIST .....	66
F. PAYROLL OPTIONS FOR COORDINATORS, CONTACT TEACHERS, K-3 TEAM LEADERS, AND, FOURTH GRADE TEAM LEADERS .....	66
G. SPECIAL ASSIGNMENTS (CLUBS, ORGANIZATIONS, PRODUCTIONS, ETC.).....	66





## **GLOSSARY FOR WITA**

CSE.....	Committee on Special Education
CPSE .....	Committee on Preschool Education
ESL.....	English as a Second Language
ESOL.....	English for Speakers of Other Languages
IEP .....	Individual Educational Plan
LOTE ....	Languages Other Than English
MOA.....	Memorandum of Agreement
NYSERS.....	New York State Employees' Retirement System
NYSTRS.....	New York State Teachers' Retirement System
OT.....	Occupational Therapist
PT.....	Physical Therapist
PPS.....	Pupil Personnel Services
TLC.....	Teaching/Learning Center
WICSD.....	West Irondequoit Central School District
WICPTSA.....	West Irondequoit Central Parent Teacher Student Association
WITA.....	West Irondequoit Teachers' Association

ARTICLE I

DEFINITIONS

A. TEACHER

The term "teacher" shall mean regularly employed personnel who meet the eligibility requirements of the Board of Education and the teacher certification requirements of New York State, including classroom teachers, school counselors, school psychologists, speech teachers, school social workers, occupational therapists, physical therapists and library media specialists.

For the term of this Agreement, the positions of coordinator, contact teacher, or team leader shall not be removed from the jurisdiction of the unit.

B. PARAPROFESSIONAL

The term "paraprofessional" shall mean regularly employed personnel who meet the eligibility requirements established by the Commissioner for such personnel (teacher aides, teacher assistants, information services specialist and coordinator of media services).

C. NURSE

The term "nurse" shall mean regularly employed personnel who meet the eligibility requirements established by the Commissioner for such personnel.

D. ASSOCIATION

The term "Association" means the West Irondequoit Teachers' Association.

E. DISTRICT

The term "District" means the West Irondequoit Central School District.

F. UNIT MEMBER

A unit member shall mean teacher, paraprofessional, or nurse as defined in Section A, B, and C above.

**ARTICLE II**

**ETHICS AND ACADEMIC FREEDOM**

**A. ACADEMIC FREEDOM**

The District and the Association agree that it is the province of the teacher to inspire in each pupil an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition, and an understanding and respect for laws based upon the Constitution, and an appreciation of individual personality

Furthermore, the District and the Association agree to take appropriate action to defend these principles whenever they are threatened in the District.

**B. INDIVIDUAL FREEDOM**

Except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system, and/or impair his/her ability to fulfill his/her teaching duties, the District and the Association agree that the private and personal life of the teacher is not within the appropriate concern or attention of the District or the Administrative Staff.

**C. ALLEGED VIOLATIONS**

Examination of cases of alleged violations of the responsibilities outlined in the preceding section of this article, and recommendations on such cases to the District and the Association, shall be the responsibility of a committee composed of the Superintendent of Schools or his designated representative, one Board member, two members of the Association (including the Association President or his designated representative), and a building principal, to be mutually agreed upon by the Superintendent of Schools and the Association President. Recommendations of this committee shall not be binding on either the Association or the District.

**ARTICLE III**

**RIGHTS AND RESPONSIBILITIES**

**A. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

**1. Association Rights**

The Association shall have the following rights:

- a. Use of Facilities and Equipment – Subject to established District policies and regulations, to use the following school district facilities and equipment:

- (1) Buildings and facilities for the purpose of Association meetings

## WICSD-WITA

### Article III

- (2) Computers, word processors, and photocopying machines may be used for Association business. The WITA will pay to the District the actual costs for the use of these machines.
- (3) Faculty bulletin boards and school delivery services for Association communications
- b. Dues Deduction – The Association shall have the right to membership dues deductions, to be distributed equally over 20 pay periods beginning with the first paycheck in September. Unit members will notify the payroll office if they wish to pay in full with one check and not use payroll deduction.
- c. Board Minutes – Sixteen (16) copies of the minutes of the regular Board of Education meetings, together with one (1) copy of all attachments and addenda, shall be sent to the Association President as soon as the minutes are available for distribution. One (1) copy of the agenda (including any personnel agenda) for each upcoming Board of Education meeting shall be sent to the Association President in a timely fashion before each meeting.

#### 2. Association Responsibilities

The Association President shall have the following responsibilities:

- a. Schedule and Meetings of the Association – To cooperate with the Administrative Staff in establishing schedules and arranging meetings of the Association which are compatible with the employment responsibilities of unit members;
- b. Meetings with the Superintendent of Schools – To meet on a monthly basis with the Superintendent of Schools to discuss matters of concern to unit members. Such concerns may include the following:
  - (1) The involvement of unit members in the development of the instructional program and in other aspects of planning for the improvement of the instructional program
  - (2) Association views with regard to budget considerations, which may result in program changes
  - (3) Supervision of unit members
  - (4) Pupil Personnel services
  - (5) Staff development
  - (6) Plans for school facilities
  - (7) The urban-suburban pupil transfer program
  - (8) Information on the selection of district administrative staff
  - (9) The learning environment

**WICSD-WITA**  
**Article III**

- (10) Curriculum development
- (11) Other subjects of professional interest, such as instructional planning time, examination of teaching load, and district projects having an impact on unit members.

**B. SCHOOL BASED PLANNING**

The primary role and responsibility of School Based Planning Committees is to develop an annual, building-wide plan for the improved performance of students. At a minimum, the plan will include:

- 1. Using school performance information to improve student success
- 2. Setting objectives consistent with identified needs and District and/or State goals
- 3. Planning activities to accomplish objectives
- 4. Closely monitoring the progress of the plan
- 5. Accepting responsibility for presenting and reporting the results to the school community

One School Based Planning Committee will be established in each school building. It will be composed of teachers elected by teachers from the building staff, the building principal, his/her designees, parent representatives, students at the high school level, and other constituencies as determined by the committee. The number of teachers and paraprofessionals required will be determined by each committee.

Teacher members will comprise the largest single constituency. Committees will decide how agendas are determined, records are maintained, and progress is communicated to the Superintendent and the WITA President. Committees may, at their discretion, create subcommittees and decide how they will be constituted and how the members will be chosen.

Decisions of the committee will be by consensus of individual members. If a consensus is not achieved, the decision will be determined by a consensus of the constituencies. In the event that the constituencies cannot reach consensus, the full committee will vote with the result being advisory to the principal.

Decisions of the committee will be in accordance with the terms and conditions of this agreement, Board Policy, and other mandates except when the Superintendent and the WITA President agree to an appeal to waive such agreements, policies, and mandates.

It is understood that the building principal retains authority and responsibility for administration of District policies and the conduct of day-to-day operations.

Article III

C. SPECIAL DUTY SELECTION COMMITTEE

The parties agree to establish a Special Duty Selection Committee when needed. The Committee shall consist of three (3) non-unit members appointed by the Superintendent of Schools and three (3) unit members appointed by the President of the Association. One Committee member serving on an ad hoc basis shall be added to the Committee by each party on the occasion of considering and determining the recommendation to be submitted to the Superintendent of Schools.

D. SPECIAL DUTY ASSIGNMENTS

Any full-time teacher may apply for a special duty assignment such as K-3 Team Leader, 4<sup>th</sup> Grade Team Leader, 5-6 Contact Teacher, 7-8 Contact Teacher, or Coordinator. The individual's teaching assignment must be within that specific grade level or content area. The assignment shall be for two years. At the end of the two-year period, each position shall be posted. Applications for these positions shall be made to the Executive Director of Personnel by April 1<sup>st</sup> for the following two years. When a special duty position becomes vacant, the Committee shall recommend to the Superintendent of Schools the person to fill the vacant position.

E. ANNUAL SCHOOL BUDGET DISCUSSIONS

1. Board-Association Sessions

For each year of the agreement, representatives of the Association and the Board shall be involved in more than one work session in order to discuss basic budget proposals and priorities for the annual budget prior to formal Board action on the budget. The first such session shall be held no later than March 1 during each year of the Agreement.

2. Department and Grade Level Sessions

Each building principal or his designated representative shall arrange meetings to discuss department and grade level budget needs with unit members. The budget to be submitted to the School Business Administrator shall be part of the above discussions upon request by unit members. One such meeting shall be held prior to the time preliminary budget requests are made, and another before final decisions are made on budget items.

F. JOB DESCRIPTIONS

In the event that a majority of the coordinators, contact teachers, team leaders, or any other designated leaders feel it necessary, they shall meet and confer with the Administration to jointly review the existing job descriptions. Job Descriptions will be available upon request to the Executive Director of Personnel.

Article III

G. PARTNERSHIP FOR CHANGE

1. The Partnership for Change is a plan of mutual cooperation between the District and the West Irondequoit Teachers' Association specifically dealing with changes in the existing terms and conditions of employment of teachers.
2. The Partnership Committee will consist of eight members. The Committee will have four representatives from the District and four representatives from the Association.

a. Purpose and Function

- (1) The Committee would address changes initiated by the District or by the WITA which affect the terms and conditions of employment of teachers in West Irondequoit and would otherwise be prohibited by the provisions of the existing agreement between the parties, e.g., changes in the teacher work day which might be different from the day spelled out in the contract.
- (2) The Committee would be in addition to and would not replace existing vehicles for discussion and cooperation currently in existence, e.g., District Curriculum Council.
- (3) The Committee is not designed or developed to, in any way, affect or prohibit the District and the Board of Education from instituting any curriculum changes, additions, or other rights specifically delegated to the District by Education Law, regulations and other decisions having the force and effect of law or not specifically prohibited by the contract.
- (4) The agenda of changes to be considered by the committee will be agreed to by the Superintendent of Schools and the President of the Teachers' Association in September and June of each school year. Additions to the list may be made by both parties upon mutual agreement at any time before or after these dates.
- (5) Any plan developed by the Partnership for Change is experimental in nature itself and shall exist collaterally for the term of the agreement and shall expire unless extended by the parties.

3. Operation

- a. Required changes in terms and conditions of employment necessitated by items approved by this committee will operate outside of the agreement for specified periods of time.
- b. The Committee will consider issues on the agenda agreed to by the Superintendent and the WITA President.

**WICSD-WITA**  
**Article III & IV**

- c. Any experiment that receives an affirmative recommendation from the Partnership Committee will be sent to the Superintendent of Schools for his approval. If the Superintendent approves of the recommended program, the program and/or change necessitating contract waiver will be implemented for a trial period of no less than one year or for a shorter or longer period of time if mutually agreed. During the "trial period," the change would be reviewed and evaluated by the Partnership Committee. If at the end of the trial period, the Partnership Committee recommends continuance or discontinuance of the program, and the Superintendent approves, the District and the Association would negotiate any changes in the terms and conditions of employment necessary in the contract which are needed for the program to continue or discontinue.

**H. AD HOC ADVISORY COMMITTEES**

The parties agree to establish ad hoc advisory committees to study topics of mutual interest. The charge to the committee shall be mutually determined by the Association President and the Superintendent of Schools. Each party will appoint an equal number of representatives to the committee. Each committee will report its recommendations to the Superintendent of Schools and the Association President. Recommendations that are adopted by the Superintendent requiring modification to the Agreement will be returned to the negotiating committee for consideration for incorporation into the next Agreement.

**ARTICLE IV**

**WORK YEAR AND HOURS OF DUTY**

**A. WORK YEAR**

**1. Total Days**

The work year for teachers shall include 187 days, **(up to 188 days for nurses)**, between September 1 and June 30 of the calendar year, and a maximum of 185 student days, and shall specify the beginning and ending date of the work year and the dates of holidays and vacation periods. The parties shall meet and negotiate these items prior to the Board's adoption of the school calendar.

For the duration of this agreement and not continuing thereafter unless and until agreed upon by the parties, the Wednesday before Thanksgiving will be scheduled as a school holiday as long as there are at least 183 student days on the calendar.

In the event that circumstances force the closing of schools and the number of student days falls below 181, the Superintendent of Schools, in conjunction with the Assistant Superintendent of Instruction, shall meet with the President and one other member of the Association to discuss adding additional days to the schedule which bring the total number of student days for the school year to not less than 181, should the Superintendent determine to add such days.



## WICSD-WITA

### Article IV

#### 2. School Calendar

The School Calendar, as agreed to by the Superintendent of Schools and the President of the WITA, shall determine adjustments in work schedules, beginning date of the school year, holidays and recess periods.

The parties shall meet and negotiate these items prior to the Board of Education's adoption of the school calendar. After adoption the school calendar shall become an addendum to this contract.

#### 3. K-6 Work Year

K-6 students will be released from school on the last two days of the teacher work year. K-6 teachers are required to work both these days to complete year-end professional responsibilities.

### B. HOURS OF DUTY

#### 1. School Hours

a. The official hours of duty for full time teaching unit members (other than part time and hourly) shall be a continuous 7-1/2 hour period to begin not earlier than 7:45 A.M. and end not later than 4:00 P.M.

b. The official hours of duty for part-time and hourly unit members shall be a continuous period not exceeding 7-1/2 hours, or as per their individual agreements. The work day for the high school nurse shall be up to eight (8) hours.

#### 2. Duty Free Lunch

All full time unit members shall be entitled to a duty-free lunch period of at least 30 minutes during a regularly scheduled student lunch period. Whenever possible, all K-3 teachers shall have a 30-minute planning period either immediately preceding or immediately following such duty-free lunch.

#### 3. Governing and Executive Council – Early Release

Association Governing Council delegates and Association Executive Council members shall be released at 3:15 P.M. to attend regularly scheduled meetings. Such release time shall in no way interfere with the employment responsibilities of unit members.

#### 4. Meetings Beyond Regular Hours of Duty

Required district, building, grade level and department meetings not to exceed one per day, which may extend beyond the regular hours of duty, shall occur on the first work day of the week. Such meetings shall begin as soon as possible after students are dismissed, and shall conclude by 4:30 P.M. When circumstances require meetings to be scheduled on another day of the week, advance written notice will be provided to the participants and the WITA President. Those who schedule these meetings will be sensitive to individual needs, which may conflict with rescheduled meeting dates.

**WICSD-WITA**  
**Article IV & V**

5. Open House

Teachers and counselors may be required to participate in a maximum of three school open house programs per year. This shall include curriculum, parent communication events, open houses and parent orientation nights. One kindergarten orientation per year will be in addition to the foregoing.

6. School Activities Beyond Regular Hours of Day

Participation in school activities beyond the regular hours of duty shall be voluntary. A building administrator may, however, assign teachers to supervisory or chaperone duties for one such activity during each school year. Such assignments shall be made only after consultation with the teacher involved. When a teacher is assigned by the building administrator to such supervisory or chaperone duties outside of the school day, the teacher shall be paid at the rate of \$15.00 per hour to a maximum of \$75.00 per event. Unit members who volunteer for duty at compensated events shall be paid at the same rate. The District shall designate which activities are compensated. Assignment to non-compensated events will be on a strictly volunteer basis.

**ARTICLE V**

**TEACHING LOAD**

A. GRADES 7-12

1. The maximum weekly scheduled student contact time for academic teachers shall be as follows:

<u>Minutes</u>	<u>Use</u>
1050	Teaching time
210	Administrative Assignment
50	Homeroom assignment
84	Professional activity

(THIS CONFIGURATION EXCLUDES PASSING TIME.)

2. The unit members' professional activity assignment may be used for non-student or student contact activities. Student and non-student contact activities shall be assigned by the Principal of the High School (9-12) or the Principal of Duke School (7-8) after suggestions with respect to the nature of the assignment from the affected teacher and curriculum supervisor or coordinator have been given meaningful consideration. The writing of new curriculum normally performed during the summer recess will not be written during professional activity assignments. Any planning or student evaluation associated with a student contact professional activity assignment is expected to take place within that period.
3. Administrative assignments must be in one block of time.

Article V

4. Science Labs

Science labs constituting part of the regular course of studies, in which the student is enrolled, will be considered classes for the purpose of determining instructional time. Science teachers may be assigned up to 1134 minutes of assigned teaching time per week. The additional 84 minutes of assigned teaching time will be lab classes. If a science teacher is assigned an additional 42 minutes of lab class, the teacher shall be relieved of 84 minutes of weekly administrative assignment time. If a science teacher is assigned an additional 84 minutes of lab class, the teacher shall be relieved of 126 minutes of weekly administrative assignment time. The Association will not unreasonably deny a waiver of the foregoing limitation where there are exigent circumstances, provided that no teacher's workload will exceed the aforesaid workload in two consecutive years unless the teacher requests or where certification issues are involved. In the event the waiver is applied, the teacher assigned additional instructional duties will be relieved of either his/her homeroom assignment or administrative assignment (42 minutes), as the District may direct.

5. Lunchroom Assignments

Teachers' administrative assignments and/or contact periods will not include lunchroom duty. Teachers may however, volunteer for a regular assignment to lunchroom duty. Teachers may be assigned to lunchroom supervision on a temporary basis when, in the judgment of the principal, such assignment is necessary to maintain order and a proper educational climate.

6. Administrative Assignment

7-12 Administrative Assignments may include: hall duty, resource/remedial center duty, in-school suspension duty, and /or study hall duty. Administrative assignments will not require the assigned teacher to plan or prepare instruction. No teacher will be assigned outside duty.

B. GRADES K-6

1. Kindergarten Teachers –Unassigned Time

Full-time kindergarten teachers shall be provided with 20 minutes of unassigned time once during each school day. Such time shall be arranged for the year to provide as nearly equal instructional time as is possible for both the morning and afternoon sessions. Kindergarten teachers assigned to two buildings shall be provided with 15 minutes of additional aide time at the end of the morning session, which will not be used for travel time, nor will it reduce the instructional program.

Any kindergarten teacher who teaches in two buildings shall be provided with an additional 15 minutes of unassigned time exclusive of his/her lunch period.

2. Grades 1-6

All teachers in grades 1-6, except as modified elsewhere in this section, shall be assigned no more than an average (over the appropriate 5 or 6 day cycle) of 285 minutes of pupil contact time per day consisting of both instruction and pupil supervision.

## WICSD-WITA

### Article V

3. Teachers in departmentalized programs in grades 1-6 shall not be assigned more than five classes. It is understood by the WICSD and WITA that CORE programs are not to be interpreted as "departmentalized programs".
4. Teachers of art, music, and physical education may be assigned pupil contact time averaging no more than 285 minutes per day over a five or six day cycle as appropriate.

Band, orchestra, and chorus instruction scheduled by the principal, as part of a music teacher's cycle workload, will be counted in calculating the music teacher's workload. Excluded from the teacher's workload shall be special rehearsals or meetings called in preparation for concerts, musicals, or other calendared special events.

5. Pupil supervision assignments for teachers of grades 1-6 normally shall be made in a single block of time in any given day. Deviations from this guideline may occur only in extraordinary situations. In no case shall such assignments be made in more than two blocks of time per day.
6. Teachers of grades 1-6 shall be provided with unassigned time averaging 45 minutes per day over their applicable cycle. To the extent possible, this time will be allocated in blocks of not less than 30 minutes. The District will make every effort to schedule the unassigned time during the student day.
7. Team Leaders
  - a. Team leaders shall have a minimum of one day per month of release time for administrative duties and no fewer than 15 total days of release time during the school year. At the discretion of the building principal, five additional days shall be available to meet administrative needs.
  - b. Whenever possible, committee, and other such assignments of team leaders shall be voluntary. Following consultation with the involved team leader, school principals may assign such responsibilities to a team leader when, in the principal's judgment, such an assignment is reasonable and essential.

8. Release Time –Parent Conferences (K-4 and LSP in K-6)

The school calendar shall provide for two (2) half-days of release time for parent-teacher conferences for grades K-4. On these half-days both a.m. and p.m. Kindergarten classes are released, providing for two (2) full days of release time for Kindergarten conferences. These half days shall fall between October and May. An additional two half-days may be used for parent-teacher conferencing on an evening arranged with the principal, or arranged during a regular school day, with the principal, using a substitute teacher to cover the class. Teachers will be allowed compensatory time equal to the amount of time used during the evening conferences.

## WICSD-WITA

### Article V

#### 9. Lunchroom Assignments

Teachers' administrative assignments and/or contact periods will not include lunchroom duty. Teachers may, however, volunteer for a regular assignment to lunchroom duty. Teachers may be assigned to lunchroom supervision on a temporary basis when, in the judgment of the principal, such assignment is necessary to maintain order and a proper educational climate.

#### 10. Administrative Assignment

Grades 1-6 Administrative Assignments may include bus duty, hall duty, and resource/remedial center duty. Administrative assignments will not require the assigned teacher to plan or prepare instruction. No teacher will be assigned outside duty.

### C. TEACHERS OF STUDENTS WITH DISABILITIES

#### 1. Resource Room Teachers

Resource room teachers shall be assigned no more than six class periods of instructional time per day, and shall have no additional administrative duties. Maximum student/teacher ratios and teaching loads shall be in accordance with IEP's and New York State regulations, and shall improve upon those requirements wherever possible.

#### 2. Learning Skills Program Teachers

Learning Skills Program teachers in grades K-4 shall be assigned no more than 285 minutes of instructional time per day. LSP teachers in grades 5-12 shall be assigned no more than five (5) class periods of instructional time per day and could have one administrative duty if it is in conjunction with special education teacher duties. Maximum student/teacher ratios and teaching loads shall be in accordance with IEP's and New York State regulations, and shall improve upon those requirements wherever possible.

#### 3. Consultant/Combination Teachers

A Consultant teacher or a Combination teacher (resource/LSP and/or consultant) shall be assigned no more than the equivalent of six periods of instructional consultant time per day. If either a Consultant or a Combination teacher teaches five periods, one daily administrative assignment may be assigned if it is in conjunction with special education teacher's duties. Maximum student/teacher ratios and teaching loads shall be in accordance with IEP's and New York State regulations, and shall improve upon those requirements wherever possible.

### D. LIBRARY MEDIA SPECIALISTS - UNASSIGNED TIME

Library media specialists shall have at least one unassigned period per day. Required library department meetings shall be limited to one per month.

## **WICSD-WITA**

### **Article V & VI**

#### **E. RESOURCE CENTER ASSIGNMENT**

Any supervision during the regular school day in a resource center of a subject area will serve as an administrative assignment

#### **F. TRAVELING UNIT MEMBERS**

A traveling unit member is defined as any unit member employed in more than one building.

1. Traveling unit members shall have 30 minutes of uninterrupted lunchtime.
2. Traveling unit members shall be notified by the building administrator or designee at least 24 hours in advance of changes in the normal daily schedule, except when such changes are unforeseen.
3. Traveling unit members shall not be required to attend a double schedule of meetings, PTA functions, or extracurricular activities. However, they may be required to participate in three (3) open house programs per year.
4. Traveling teachers shall be assigned a "home school" administrator for purposes of evaluation. They will contact their "home school" administrator for information about which monthly faculty and department meeting they must attend.
5. By the end of the second full week of school, the traveling teacher will have the opportunity to bring schedule problems to the attention of the coordinator and building principal. If discussion makes a mutually agreeable solution evident, appropriate adjustments shall be made.
6. Pupil contact time for traveling members, for purposes of workload only, shall be calculated to include instruction time, travel time (except for those teachers who travel between the High School and Lake), and pupil supervision time. Traveling teachers may be assigned pupil contact time averaging no more than 285 minutes per day over a six-day cycle.

## **ARTICLE VI**

### **SCHOOL BUILDINGS AND FACILITIES**

#### **A. HEALTH, SAFETY AND MAINTENANCE**

Maintenance is to include necessary repairs needed to protect health and safety of students and staff within the confines of a room, building, and grounds.

1. There shall be established a joint Health and Safety Committee, consisting of not less than two nor more than four each of WITA and District representatives. Committee members shall serve for a minimum of one year.

## WICSD-WITA

### Article VI

2. The Joint Committee shall meet as often as necessary, but not less than two half-days in a school year, at a regularly scheduled time and place, for the purpose of jointly reviewing health and safety conditions and practices, and for the purpose of jointly making constructive recommendations. Recommendations, which have budget implications, must have an accompanying economic analysis and must be submitted within the normal cycle outlined in the budget preparation guidelines.
3. Minutes of all meetings of the Committee shall be made and maintained and copies thereof shall be furnished to the President of the WITA and the Superintendent of Schools.
4. The two scheduled annual half-day meetings time spent in connection with the work of the Committee by WITA representatives including inspections and investigations shall be provided through release time.
5. Normal maintenance and repairs will continue to be handled through established District procedures.
6. Committee recommendations shall be submitted in writing to the Superintendent of Schools and President of the WITA.

#### B. REPAIRS

1. Pupils  
Repairs affecting pupil safety and health shall have the highest priority.
2. Repair Requests  
Necessary repairs to classroom and audiovisual equipment and fixtures shall be completed as promptly as possible when requested in writing (repair request) by the building principal.

#### C. FACILITIES

1. Room for Employee Use  
A furnished room reserved for employee use shall be available in each school building.
2. Lockable Facility for Each Unit Member  
At least one lockable drawer, locker, cupboard, or similar facility will be provided for each unit member in each building in which the unit member functions.
3. Heating  
All facilities shall be provided with heating.

**WICSD-WITA**  
**Article VI & VII**

4. Parking Facilities

Parking facilities shall be provided for each unit member at no cost to the individual member.

D. SMOKE FREE DISTRICT

In accordance with federal, state and county laws and regulations, smoking is strictly prohibited anywhere on school property.

**ARTICLE VII**

**STAFFING AND DISTRICT SUMMER EMPLOYMENT OPPORTUNITIES**

A. ANNUAL ASSIGNMENT

1. New Teachers

New teachers shall be sent a written statement of tentative grade and subject area assignments for the following school year by July 15, or as soon as possible after formal appointment by the Board of Education.

2. Returning Teachers

Returning teachers, contact teachers, subject matter coordinators, and team leaders shall be sent written notification of tentative assignments for the following school year by June 29. Changes in subject area and/or grade level assignments of teachers shall be made by the building principal following consultation between the principal and the teacher to be affected.

3. Summer Changes

When possible, teachers will be sent notification in writing by the building principal of any changes in the following school year assignment prior to August 15. Building principals shall contact teachers as soon as possible to notify them of changes which occur between August 15 and the opening of school. Teachers whose assignments are changed may consult with the building principal. Teachers shall be responsible for contacting the principal to arrange for consultations within ten days of notification of such changes.

B. BUILDING TRANSFERS

Building transfers of teachers shall be made by the Superintendent of Schools upon the recommendation of the level principals following consultation between the teacher to be affected by the transfer and the teacher's current building principal. Transfers shall not be made for the purpose of discrimination or discipline of any unit member.



Article VII

C. SENIORITY

Seniority as used for promotions within the unit and return from leave shall be based on years of service in the unit or in an occupation in the District which would have qualified a person for membership in the unit. Seniority shall be computed from the date of Board appointment in the area of certification.

D. REDUCTION IN FORCE-LAYOFFS

1. Layoff Procedure

If a reduction of personnel shall become necessary, the Board of Education shall retain or lay off probationary and tenured teachers in accordance with the tenure laws of New York State and the Regulations of the Commissioner of Education.

Probationary or tenured teachers, who because of redeployment stemming from layoff, are placed in a position for which they are uncertified shall be required to complete a minimum of six credit hours per year toward certification requirements. Prior to the District's written notification to teachers, building administrators will meet individually with affected teachers to inform them of their layoff and its implications for the teacher.

2. Recall Procedure

- a. In the event of layoff, the Board will implement a recall procedure in accordance with New York State Education Law and the Regulations of the Commissioner of Education.
- b. In the event of a reduction in force, those teachers whose jobs are abolished shall be placed on the District list of per diem substitutes. When there is a need for a per diem substitute in the area of the reduced teacher's certification, that teacher will be called first from the list of per diem substitutes.

In addition, in the event a long term substitute position of one semester or more becomes available for which the laid off teacher is both qualified and certified and if the position is in the area of the reduced teacher's previous experience within grade levels (K-3, 4-6, 7-12); the teacher will be hired for the position.

E. EMPLOYMENT OF CERTIFIED TEACHERS

Whenever possible, the District shall employ only certified and qualified teachers to perform instructional duties. In the event that a noncertified teacher is hired as provided by the State's waiver policy and procedure on such hirings, such teacher shall have at least a Bachelor's Degree and shall be required to proceed immediately to obtain appropriate teacher certification as outlined in the regulations established by the Commissioner of Education.

**F. POSTING OF ANNOUNCEMENTS OF NEW POSITIONS AND VACANCIES**

A description of each new professional position established by the Board, including a list of qualifications for the position, shall be distributed to building principals for posting in each school building as soon as possible following approval of the positions by the Board. Listings of professional opportunities in the District, along with special qualifications if required, shall be posted in each school once each month during the school year. Additionally, teachers may leave self-addressed stamped envelopes with the district if they wish to be notified of any vacancies/newly created positions occurring during the summer for which the employee has expressed an interest.

A vacancy for posting purposes is defined as a teaching position in an encumbered position of one semester or more (long-term substitute), a permanent unencumbered position, or a part time teaching position for which no current employee has any rights.

**G. FULL-TIME TO PART-TIME – BENEFITS**

Probationary and tenured teachers and full-time paraprofessionals who are reduced from full-time to part-time employment shall receive economic fringe benefits on a pro-rata basis. Teachers employed for 5/6 of an assignment or more shall receive the same health insurance options as full-time teachers.

**H. REVIEW OF STAFFING PLANS**

District staffing programs for the duration of this contract shall be reviewed by the Director of Personnel with the Association President prior to March 15 of each school year. The review shall include discussion of recommendations with regard to possible layoffs, part-time employment, redeployment, retraining and employment of instructional personnel for non-instructional duties.

**I. GUARANTEED RIGHTS**

Nothing contained in this section shall constitute a waiver of any rights guaranteed the unit members of the Association under Commissioner Regulation, Education Law or other applicable State or Federal Statutes.

**J. MENTOR PROGRAM**

**1. Application Process**

- a. On or before June 1<sup>st</sup> in any year that the District will need new or replacement Mentors, teachers will be provided with an opportunity to indicate their interest in being a mentor teacher, and the District may also request at any time that a teacher serve as a mentor.
- b. Teachers will be selected to serve in a mentor capacity when the District's needs have been identified. (This usually takes place during summer breaks.)
- c. Teachers who are not selected should reactivate their interest each year.

Article VII

2. Responsibilities/Release Time

a. Mentor Teachers will meet District expectations intended to provide a valuable experience to the new staff member in being acclimated to the District and teaching responsibilities. This should include:

1). During the 4-day new teacher orientation, mentors will be assigned to mentor training and new teacher support activities on 2 of these days;

2). During the school year, a mentor will attend 3 after school new teacher seminars with the new teacher

or

Mentors will attend 3 after school mentoring supports sessions;  
(or a combination of the above)

3). Mentors will be allowed 1 release day (in not less than 2 half-day segments) to be utilized for new teacher support (observations, collaborative planning/problem solving, coaching/reflecting conferences, providing feedback resulting from a new teacher observation of the mentor, etc.) with the date and proposed activities to be approved by the building principal;

4). The mentor will meet with the new teacher for at least 5 hours per month (at least 1 hour weekly when practicable and appropriate). The time spent and activities will be reported on a District form monthly.

5). The mentor will conduct at least 3 observations of the new teacher (with at least one in each semester) and provide written coaching feedback after the observations. In addition, the new teacher will observe his/her mentor at least once each semester.

6). Information obtained by the mentor through intervention with the new teacher while engaged in the mentoring activities of the program will not be used for evaluating or disciplining the new teacher, provided that this shall not prevent the District from taking appropriate action if the information involves acts or omissions that could place students or staff at physical or psychological risk.

7). The mentor will complete a program evaluation survey following the completion of the mentor relationship. If the District makes substantial changes in the program based upon the surveys, it will share a summary of the survey suggestions with the WITA.

3. Compensation

The annual stipend for mentor responsibilities will be \$1,000, (\$1,039 effective 7/1/10) half of which will be paid in November and half in May. Partial year mentor duties will be prorated based upon the responsibilities performed. If more than one new teacher is assigned to a mentor (with his/her consent), an additional stipend of \$400 (\$416 effective 7/1/10) per additional teacher will be allocated.

## **ARTICLE VIII**

### **FRINGE BENEFITS**

#### **A. HOSPITAL-MEDICAL INSURANCE: ACTIVE SERVICE UNIT**

All eligible unit members (six hours or more per day) are eligible for individual or family membership in BluePoint 2 Select, which is the base plan for the district. The district will contribute 95% of the premium for the base plan; the employee will pay 5%. Effective July 1, 2010 the district will contribute 90% of the premium for the base plan; the employee will pay 10%. If a unit member wishes to enroll in a Preferred Blue Million product (including 80/20 x-ray, full outpatient and maternity riders) offered by the district, the unit members will pay the difference in cost if the chosen plan is more expensive than the district base plan. Unit members enrolled in Preferred Blue Million as of December 31, 1999 will have the ability to continue to participate in this plan, paying 5% of the monthly premium. If these participants switch to another plan, they will come under the prior terms as listed above.

The Rochester Area Health Plan (RASHP) is an agreed upon option for health insurance coverage. If the RASHP plan is discontinued or otherwise not available, unit members will have the ability to transfer to a like product if available at a cost that is defined above.

#### **B. 105 PLAN**

Unit members eligible for health insurance will participate in a 105 plan. Unit members eligible for a family or 2-person plan will have \$750 deposited into their 105 plan annually. Unit members eligible for a single plan will have \$500 deposited into their 105 plan annually. 50% of the administrative fee will be paid by the employer and 50% of the administrative fee will be paid by the employee. At retirement, the employee pays 100% of the annual administrative fee.

#### **C. HOSPITAL-MEDICAL INSURANCE: ACTIVE PARAPROFESSIONALS**

Full time paraprofessionals (six hours a day or more) may elect to participate in the district health insurance coverage and 105 plan as described in A and B above.

#### **D. PART TIME UNIT MEMBERS**

All part time unit members may participate in the district health plans at their own total expense.

#### **E. HOSPITAL-MEDICAL INSURANCE: RETIRED UNIT MEMBERS**

The District pays the same percentage of the base plan as when the employee was active (defined above) for unit members (defined above) who have completed at least 12 years of full-time service in the District and have retired under the provisions of the New York State Teachers' Retirement System or the New York State Employees' Retirement System.

For unit members who have not become members of the New York State Teachers' Retirement System or the New York State Employees' Retirement System, the Board of Education may make an exception and allow them access to the retiree health insurance, with the appropriate years of service as defined above. However, the unit member who is not a member of either retirement system must still meet all of the requirements for retirement as set forth in either retirement system.

Article VIII

Retired unit members eligible for health insurance will be eligible for portability of their insurance as a reimbursement. Retirees who establish a permanent residence outside of the Rochester Blue Cross Blue Shield coverage area shall be entitled to a reimbursement of the annual premium of the base plan, at the same rate as if the employee were active, toward health insurance purchased in their retirement locale. Reimbursement will not exceed the actual cost to the retiree. Reimbursement shall be made directly to the retiree on a semi-annual basis. Proof of coverage and payment must be submitted with the request for reimbursement.

The District pays the full cost of medical insurance under Medicare for unit members and their spouses who retire prior to July 1, 1990. Unit members covered by Medicare who retire after July 1, 1990 will pay the difference between Medicare Complimentary premiums and premiums paid by active unit members to a maximum of \$153 per year.

The above provisions apply to spouses of deceased unit members who have met these requirements. Excluded from coverage are "new spouses" (and his or her children) of the spouses of deceased retired Unit Members.

Unit employees retiring (under the provisions of the New York State Teachers' Retirement System or the New York State Employees' Retirement System) from the District with less than 12 years and at least five years of service in the District may elect to continue Blue Cross/Blue Shield coverage and pay their own premium on an annual or semi-annual basis.

F. ON-THE-JOB INJURIES

Unit members shall be entitled to income protection for loss of time due to injuries sustained in the course of their employment. The amount of the income protection provided herein shall be in addition to Workers' Compensation Benefits, but the combined compensation and income protection shall in no case exceed the salary received by the unit member prior to the injury.

The Board shall determine the duration of such income protection and such duration need not equal the duration established by the Workers' Compensation Benefits. Loss of time for injuries described herein shall not be deducted from the unit member's sick leave allowance.

G. LIFE INSURANCE

The District shall make available to full time (6 hours or more) unit members a group life insurance program equal to one times their annual salary, rounded to the next highest thousand. Unit members shall have the option, at the time of hire, of joining the plan and shall pay in full the premium established by the insurance company.

Unit members who retire and wish to continue participation in the life insurance program will be required to convert the group plan to an individual policy. Retired unit members shall pay in full the premium established by the insurance company.

Article VIII

H. DENTAL PLAN

1. Effective July 1, 1989, the District shall make available to all unit members a dental insurance program with benefits equivalent to or better than the Blue Shield Smile Saver Plan, Option IV. The District shall pay 85% of the cost to the dental program for full time unit members (six hours a day or more). Unit members shall have the option of joining or not joining the plan.
2. Unit members retiring under normal NYSTRS or NYSERS service retirement shall be eligible at their own expense for membership in the Dental Plan only under the following conditions:
  - a. The member must have been a member of the Dental Plan at the time of retirement, and
  - b. The member must agree to join the plan for a minimum of three (3) years, and
  - c. The member must agree to constitute a separate sub-group within the plan for the purpose of calculating a prospective or retroactive premium amount set at such a level as to assure sub-group viability.

I. LONG-TERM DISABILITY

The Board shall provide a long-term disability insurance plan for all members of the bargaining unit. Such insurance coverage shall provide for the maximum continuation of salary possible per insurance regulations.

The District shall serve as carrier for this plan; shall provide group rates; and shall rebate to unit members any moneys returned to the District by private insurance companies, which rebate shall be employed in full to reduce the premiums.

Unit members shall have the option of joining or not joining the plan and shall pay in full the premiums determined.

J. TAX-SHELTERED ANNUITIES

The District shall agree to make deductions from the salaries of its employees for tax-sheltered annuity programs as permitted by law, and forward these deduction payments to the agent or company providing the plan. It will be the employee's responsibility to inform the District as to what agent or company shall receive the deductions, and provide the necessary completed forms to accomplish the transactions.

The employee agrees to hold the District harmless from any damages or liabilities as a result of making these deductions.

**WICSD-WITA**  
**Article VIII & IX**

**K. FLEXIBLE BENEFITS**

The Association agrees to the addition of a 125 Flexible Benefits Plan to be offered on the basis of the voluntary participation of unit members in the plan. The District agrees to provide prospective participants with the information needed to assist the individual in making an informed decision on whether to participate or not to participate.

**ARTICLE IX**

**ABSENCES, LEAVES, AND RELEASE TIME**

**A. SICK LEAVE**

**1. Allowances**

All unit members employed on a permanent basis will be allowed ten days of personal sick leave at full pay during each fiscal year (July 1-June 30). This ten-day allowance is not cumulative. After completion of one full year of employment in the District, each unit member shall be allowed, during each fiscal year, the ten days referred to above plus two days of personal sick leave at full pay for each month of additional regular employment in the District to a maximum of 150 days.

Sick leave at full pay will be granted only for personal illness or quarantine.

The unit member is required to report sick leave absences to his/her immediate supervisor, or to the person designated by the supervisor for this purpose, as soon as he/she knows he/she will be absent. Specific directions for reporting of absence by the employee may be arranged by the immediate supervisor.

**2. Illness of a Prolonged Nature**

Upon completion of eight full years of District employment, unit members shall be eligible for 35 days of extended sick leave at full pay for illness of a prolonged nature. Such extensions shall be subject to the approval of the Superintendent of Schools.

Illness of a prolonged nature shall be defined as an illness, which on the instructions of a physician, requires absence from employment of more than ten consecutive days. The Superintendent of Schools may require written confirmation of the physician's instructions.

For any illness of a prolonged nature, a unit member may use the maximum number of personal sick leave days at full pay, including leaves, which may extend into the next fiscal year.

Unit members who utilize the maximum personal sick leave for which they are eligible must return to full-time employment for a period of 60 days in order to again become

## WICSD-WITA

### Article IX

eligible for full personal sick leave allowances. Such unit members shall be allowed up to three days of personal sick leave during the 60-day period.

3. Pro Rata Sick Leave

Unit members employed after the beginning of the fiscal year will be allowed sick leave at full pay on a pro rata basis to the beginning of the next fiscal year.

4. Sick Leave Allowance Charts

The following charts, based on years of regular District employment, indicate the maximum number of sick days per fiscal year to which unit members employed on a permanent basis are entitled.

Maximum Number of Sick Days per Fiscal Year (Ten days, and after the first year of employment, two days for each month of employment to a maximum of 150 days.)

<u>Completed Years of District Employment</u>	<u>Employment Basis</u>		
	<u>10 month</u>	<u>11 month</u>	<u>12 month</u>
Less than 1 year		(See chart below)	
1 year	10	10	10
2 years	30	32	34
3 years	50	54	58
4 years	70	76	82
5 years	90	98	106
6 years	110	120	130
7 years	130	142	150
8 years	150	150	150

<u>Employed During</u>	<u>Number Days</u>	<u>Employed During</u>	<u>Number Days</u>
July	10	January	6
August	10	February	5
September	10	March	4
October	9	April	3
November	8	May	2
December	7	June	1



Article IX

B. PERSONAL ABSENCE

1. Allowances

Subject to the approval of the Superintendent of Schools, all permanent basis unit members may be allowed up to five days absence with full pay for personal reasons during each fiscal year. Unit members employed after the beginning of the fiscal year will be allowed compensated personal absence on a pro rata basis to the beginning of the next fiscal year. Absence for personal reasons will not be cumulative.

2. Discussion with Supervisor

Any unit member who desires time off for personal reasons shall discuss the matter with his/her immediate supervisor at least 48 hours prior to his/her absence. Special consideration will be given in instances when it is not possible for a unit member to anticipate the absence 48 hours in advance, such as family illness, death in the family, funerals, or special emergency situations.

In the case of a death, the unit member will indicate whether the death involves a member of the immediate family or an in-law or grandparent. In these instances, the district will make no further inquiry.

Immediate family shall be construed to mean husband, wife, mother, father, brother, sister, daughter, son, or anyone living in the same household.

3. Pro Rata Allowances

Unit members employed after the beginning of the fiscal year (July 1) will be allowed personal absence with pay on a pro rata basis to the beginning of the next fiscal year as follows:

<u>Employment Date</u>	<u>Number Personal Absence Days</u>
July 1 through October 31	5
November 1 through December 31	4
January 1 through February 28 (29)	3
March 1 through April 30	2
May 1 through June 30	1

4. Reasons

In accordance with B. 1 above, absence for personal reasons to a maximum of five days may be recognized under the following conditions:

- a. Family
- Business
- Legal
- Religious

**WICSD-WITA**  
**Article IX**

The District will make no inquiry of the employee when personal leave is requested for these reasons.

- b. A request, which in the opinion of the supervisor is questionable, may be brought to the attention of the Director of Personnel for action. Requests for absence for personal recreation are not covered by Section A of the Personal Absence provisions.

5. Bereavement Leave

In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, relative living with the family, or someone who has served as the employee's legal guardian), the employee will be allowed the number of days absence required up to a maximum of five (5) calendar days per death without deduction of salary. In the case of death of the employee's grandparents, mother-in-law, or father-in-law, the employee will be allowed the number of absences required up to a maximum of three (3) calendar days without deduction of salary.

6. Personal Absence in Excess of Five Days

In addition to the five days provided for in B. 1, each unit member shall be allowed up to three personal days of personal absence without pay for matters which, in the judgment of the unit member, require absence during school hours.

Such days of absence shall not be provided at the beginning or the ending of holidays or vacation periods. A unit member desiring such time off shall so notify his/her immediate supervisor at least 48 hours prior to his/her absence. Special consideration will be given in instances when it is not possible for the unit member to anticipate the absence 48 hours in advance.

7. Personal Absence at the Beginning or Ending of a Recess Period

At his sole discretion, the Superintendent of Schools may grant personal leave with or without pay in terms of the criteria outlined in Article IX, B.4, at the beginning or ending of a holiday or vacation period.

8. Catastrophic Family Hardship (C.F.H.)

Unit members who have exhausted their annual personal day allowance and are confronted with a catastrophic family hardship may appeal to the C.F.H. Committee for consideration of additional paid personal days.

The committee shall be comprised of four members: the Superintendent, the Director of Personnel, the WITA President, and a WITA representative.

The agreement of all members of the committee is required to approve paid personal days in excess of the annual allocation.

Article IX

C. JURY DUTY AND COURT ATTENDANCE

Unit members who are called for jury duty (including examination for jury duty) shall receive full pay less jury fees during such service.

All unit members who are ordered to attend court will receive full pay during such attendance.

D. PROFESSIONAL ABSENCES

1. Conferences, Institutes, Meetings, and Workshops

Subject to the approval of the Superintendent of Schools, and within budget allocations, teachers may be authorized to attend conferences, institutes, meetings, and workshops with or without full pay. Approval shall be based upon the value of the activity to the School District. An amount of \$16,000 shall be included in the School District's budget for the aforementioned activities. Payment for substitutes will not come from this fund.

2. Classroom Visits

Subject to the approval of the building principal, and within budget allocations, teachers may be granted up to two days for classroom visits with full pay.

E. EDUCATIONAL LEAVE

1. Eligibility

Upon approval of the proposed program of study by the Superintendent of Schools, and at the discretion of the Board, educational leaves with or without pay, not to exceed two years' duration and not necessarily to be taken in successive years, may be granted to teachers who have served at least five full years in the West Irondequoit School District. Teachers who are granted and utilize educational leaves may be granted additional leaves after serving at least 10 full years in the West Irondequoit School District following the completion of the initial educational leave.

2. Purposes

Educational leaves are intended to afford professional staff members opportunities to improve their professional skills. Such improvement may be obtained through formal study, independent study, or short-term courses, and may be accomplished in the United States or through studies in foreign countries.

- a. Formal Study is defined as a full-time program of study in residence in an accredited college or university.
- b. Independent Study is defined as a full-time research or writing project which is directly related to the professional responsibilities of the teacher, and which may be expected to improve his/her professional skills.
- c. Short-term Courses of Study are defined as programs of study that are less than three weeks in duration and which may be expected to improve the teacher's professional skills.

Article IX

3. Applications

Applications for educational leave, describing in detail the proposed program of study, shall be submitted by interested teachers to the Superintendent of Schools by February 15 of the school year prior to the year for which the leave is being requested. Board action on applications and notification of applicants shall be completed by May 1. (It is the intent of this section to bind the Board to render a decision on educational leaves and to create a contractual right to exercise such a decision.)

The District and WITA will encourage teacher participation on the Educational Advisory Committee, which will screen applications and submit findings to the Superintendent.

The criteria used in screening applications will be publicized through postings and other notices.

4. Salary

A stipend will be paid to the teacher on educational leave of absence to include one half of his/her salary in effect at the time the educational leave begins, plus the District's share of his/her fringe benefits. If an educational leave is extended, the stipend for the school year will be determined by the base salary rate in effect at the time the leave began, adjusted to be consistent with subsequent revision in the salary schedule.

5. Tuition Reimbursement

Reimbursement for courses taken while on academic leave shall be reimbursed at the SUNY rate for up to 30 credits per year. Reimbursement shall be made in equal payments over three years.

6. Discontinuance

Teachers who wish to discontinue educational leave for personal health reasons may apply for full-time reassignment in the District. Such reassignment shall require termination of educational leave to be approved by the Board. Such teachers shall then be eligible for sick leave benefits.

7. Assignment Upon Return

A teacher returning from educational leave shall be assigned according to his/her tenure appointment in the District. Assignments which differ significantly from the assignment held prior to educational leave shall only be made with the written consent of the returning teacher, unless the assignment and job description has been eliminated from the educational program. Unit members returning from educational leave shall, in the contingency described in this paragraph, be guaranteed a position of equal status within their tenure area.

Teachers granted an educational leave shall return to the District the year following completion of such leave for no less than one full school year. The District may waive this requirement in special circumstances.

Article IX

8. Salary Upon Return

The returning teacher's base salary rate will be the same as that in effect at the time the leave began, adjusted to be consistent with subsequent schedule revisions. A teacher on leave will move through the salary schedule while on their leave as if they were active.

9. Notification of Intent

Professional staff members on educational leave are expected to return to the District upon completion of such leave. Staff members shall send written notification of intent to return to the District to the Superintendent of Schools by March 15.

10. Obligation Upon Return

Teachers granted an educational leave shall return to the district the year following completion of such leave for no less than three full school years. The district may waive this requirement in special circumstances. In the event the teacher does not remain in the district for three full years after the reimbursement of tuition, the tuition reimbursement received shall be refunded to the district pro-rated based upon total time returned.

F. HEALTH, FAMILY, AND PERSONAL CONDITIONS

Probationary and tenured professional staff members confronted with personal or family problems, or personal health conditions, may be granted leaves of absence without pay by the District. In such circumstances, the District shall provide equal and comparable employment for the returning teacher.

G. GOVERNMENT SERVICE

Leaves of absence without pay may be granted by the District for government service requiring utilization of the professional skills of the applicant. Such service may be considered for salary purposes upon return to service in the District.

H. MILITARY DUTY

Upon reemployment, the unit member shall be entitled to the same salary to which he/she would have been entitled had he/she been in continuous employment.

I. CHILD CARE LEAVE

1. Eligibility and Beginning of Leave

For the duration of this Agreement, probationary and tenured teachers and full-time paraprofessionals who have a child, or who adopt a child, shall upon request, be granted an unpaid childcare leave not to exceed two years.

Requests for childcare leave shall be made not less than three months before the anticipated commencement of such leave. By July 1 prior to the start of the new school

Article IX

year, or 45 days prior to the beginning of a second semester, teachers on child care leave are required to notify the District of their intention to return to teaching in the District or of their resignation.

2. Rights Upon Return

On return to the School District, the probationary or tenured teacher or full-time paraprofessional shall be guaranteed all rights and benefits provided all other unit members including, but not limited to, maintenance of seniority and position on salary schedule.

The probationary or tenured teacher or full-time paraprofessional shall further be guaranteed a position of equal responsibility and status.

3. Fulfillment of Probationary Period

When a leave of absence is granted to a probationary professional unit member, no portion of the leave of absence is counted toward fulfillment of the probationary period.

4. Salary Increment

Salary increments will not be allowed during the period of a child care leave of absence. Unused accumulated days of sick leave will not be paid during a child care leave of absence.

5. Precipitous Termination of Pregnancy

In the event that pregnancy is precipitously terminated and the teacher chooses to return to her teaching position prior to the conclusion of her child care leave, she can do so by giving reasonable notice of such intention and a statement from her doctor that the pregnancy was precipitously terminated and that she is physically able to return immediately to her employment.

J. TEACHER EXCHANGES

Teacher exchanges involving unit members may be approved by the District. Such exchanges shall be arranged on a voluntary basis.

The District will participate in legitimate Teacher Exchange and Teacher Abroad Programs in accordance with the following stipulations:

- Applicants are responsible for meeting all of the requirements of the programs to which they apply.
- The applicant must request and be granted a leave of absence from the District.
- The District reserves the right to approve/reject any teacher being sent here as part of an exchange.
- Teacher Exchange and Teach Abroad opportunities will be forwarded to buildings by the Personnel Office for posting. Notices will be placed in newsletters and other communications.

Article IX

K. DELEGATES TO ANNUAL RETIREMENT MEETING

Full pay shall be allowed for members of the professional staff who are authorized as delegates to the annual meeting of the New York State Teachers' Retirement System.

L. REPRESENTATIVE ASSEMBLY OF THE NEW YORK STATE UNITED TEACHERS

Release time with pay shall be granted to authorized delegates of the Association to attend the annual meeting of the Representative Assembly of the New York State United Teachers.

M. RELEASE TIME FOR ASSOCIATION PRESIDENT

1. Release time with pay of not less than two school days per week, or the equivalent, shall be provided for the Association President for Association business. A regular schedule of time to be released must be approved by the Superintendent of Schools.
2. Arrangements for release time for the Association President shall be made by the Superintendent of Schools and the Association President by July 1.
3. The President and/or his designee shall be granted up to 25 paid leave days to be used for Association business. The cost of a substitute teacher shall be borne by the Association. Association members who will use the days will provide the building principal with sufficient prior notice to obtain a substitute.

The President will be provided with 7.5 hours of aide or clerical time per week for association business. The President may participate in the selection of the aide or clerk.

N. PAYROLL DEDUCTION OPTIONS FOR NYSUT BENEFIT TRUST AND VOTE/COPE

The Employer shall check-off and remit payments to VOTE/COPE and the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer.

The employer shall remit to VOTE/COPE and the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

**ARTICLE X**

**SUPERVISION, EVALUATION, TEACHER FOLDERS,  
DISCIPLINARY ACTION, AND FAIR DISMISSAL**

**A. STATEMENT OF PURPOSE**

The primary purpose of supervision and evaluation is to maintain and improve the quality of instruction in all of our schools. A process created to carry out supervision and evaluation must achieve this end. The process described in Art. X: A-D is designed to do that.

The process is based on two premises. The first is that supervision and evaluation will be most effective when a high level of trust, derived in an atmosphere of mutual confidence, exists between supervisors/evaluators and teachers\*. Trust is most likely established when supervisors/evaluators and teachers have a common understanding concerning the standards for professional practice in teaching. The second premise is that only through professional development of supervisors/evaluators and teachers can the standards for professional practice in teaching be understood and implemented. It is the responsibility of the District to provide such training. It is the responsibility of supervisors/evaluators and teachers to avail themselves of this professional development.

\*The word teacher in this article refers to all professional members of the bargaining unit.

**B. SUPERVISION**

**1. PURPOSE**

Supervision for the improvement of instruction is a process by which the teacher and the supervisor analyze the teaching process with respect to the Standards for Professional Practice in Teaching: Integrating Content, Pedagogy and Research in Planning Instruction; Planning, Implementing and Assessing Instruction; Organizing a Productive and Positive Learning Environment; and Demonstrating Professional Responsibilities and Collaboration.

**C. STANDARDS FOR PROFESSIONAL PRACTICE IN TEACHING**

West Irondequoit Central School District's Standards for Professional Practice in Teaching clearly define and communicate professional expectations for our faculty. They reflect our commitment toward peak performance for all students.

As professionals, West Irondequoit teachers are committed to students and their learning. They approach their work with creativity and imagination, striving constantly to improve.



They acquire and employ a broad repertoire of instructional strategies matched to student needs, and remain critical and reflective about their practice, seeking all opportunities to expand that repertoire so that all students learn, understand, and achieve.

Teachers who meet these standards possess a current knowledge base in content and pedagogy and demonstrate the knowledge, skills, and attitudes necessary to design and implement standards based instruction for all students. They collaborate with colleagues, parents, and community members and contribute to school and district activities. West Irondequoit teachers believe that all students can learn; furthermore, they are passionate in acting on that behalf. They model the highest ethical and professional standards.

These standards represent components of professional practice in the following areas:

- Integrating Content, Pedagogy, and Research in Planning Instruction
- Planning, Implementing, and Assessing Instruction
- Organizing a Productive and Positive Learning Environment
- Demonstrating Professional Responsibilities and Collaboration

It is our belief that these standards promote professional growth for teachers while supporting our commitment to peak performance.

#### 1. IDENTIFICATION OF SUPERVISORS

Those who supervise are identified as the directors, supervisors, coordinators, principals, and assistant-principals. Ultimate responsibility for supervision rests with the building principal or director. However, one of the people from within the group of possible supervisors will be designated as primary supervisor. The primary supervisor is responsible for observation of and conferring with teachers to whom he/she has been assigned. He/she is responsible for communicating with the non-primary supervisor on all matters of mutual interest. The non-primary supervisor is the principal, assistant-principal, supervisor, or coordinator who has not been designated as primary supervisor. The non-primary supervisor serves as support to both the teacher and primary supervisor. In carrying out this role, the non-primary supervisor may, on occasion, need to visit and confer with teachers about program and instruction. If a teacher is placed on an improvement plan, the primary supervisor will be a non-unit administrator.

#### 2. GUIDELINES FOR ASSIGNING SUPERVISORY RESPONSIBILITIES

Supervisory assignments will be made prior to the start of the school year. The supervisor's workload will be taken into consideration in order to establish a fair balance for all supervisors. It is important that this balance strives to permit equal assistance for all staff.

In making these assignments, a cross-section of teaching disciplines should be assigned to the principals.

Shared teachers will be assigned a supervisor in accordance with the guidelines for all teachers. The Director of Personnel, however, will assign teachers to a home school for purposes of communications, faculty meetings, and other personnel related businesses.

The supervision of non-tenured teachers is a shared responsibility but belongs primarily to the principal. However, directors, assistant- principals, supervisors, and coordinators will be involved in the supervision of non-tenured teachers.

Teachers may request assistance from primary and/or non-primary supervisor.

3. PROCESS OF SUPERVISION:

By the beginning of each school year, the principals will meet with the other supervisors to plan supervisory assignments for the coming year.

During September, teachers will be notified by the home school principal of their primary supervisor for the school year. Teachers who do not receive notification of their primary supervisor by October 1st should request such notification from their home school principal.

Annual professional goal setting and reflection is integral to the process of supervision and evaluation. Goal setting serves as the basis for the enhancement of teaching practice and promotes professional development, self-reflection and dialogue. Annual goals are derived from the Standards for Professional Practice in Teaching and are intended to have a direct effect on improving student learning and achievement.

A teacher and his/her primary supervisor will confer before mid-October to establish mutually agreed upon annual goals as well as the actions that will be taken to support these goals. The Professional Goals form will be used for this purpose and copies will be submitted to the primary supervisor and non-primary supervisor. During the course of the year, the teacher may need to revise his/her goals and will discuss these revisions with the primary supervisor. A revised form should be submitted to the supervisor after this discussion. Between April and the end of the school year, the teacher and primary supervisor will confer again to review the teacher's selected evidence of accomplishment and his/her reflection that supported his/her goals. The teacher will be responsible for completing the remaining portion of the Professional Goals form and submitting the completed form to his/her supervisor.

Annual goals developed at the evaluation conference are set for the following year. During September of the following year, the action steps to implement the goals will be developed by the teacher and submitted to the supervisor.

Multiple supervisory visitations will be made annually. For non-tenured teachers at least one observation will take place prior to the last working day in January. When involvement of a supervisor other than the teacher's primary supervisor seems desirable; the teacher may request such involvement. Supervisors should be sensitive to the

## Article X

potentially disruptive effect of uncoordinated visitations by more than one supervisor to the same classroom and work to limit this possibility. If a teacher has been out of school the day prior to a visitation and prefers to have that visitation rescheduled, the supervisor should be notified of this preference and he/she should accommodate it.

Each visitation or series of visitations will be followed by feedback from the supervisor. When feedback occurs during a formal conference (a conference arranged prior to visitation), a written summary will be completed (see Supervisor/Teacher Conference Form). The purpose of this form is to briefly summarize the conference and to provide mutually agreed upon direction for the future. Pre-visitation conferences may be desirable and can be scheduled by teacher or supervisor. It is understood that discussions related to the Standards for Professional Practice in Teaching beyond the content of the observation may also be summarized on this form.

The time span between an observation and a formal conference shall not exceed eight (8) calendar days, unless mutually agreed upon by teacher and supervisor.

### 4. PEER COACHING ALTERNATIVE

- a. The West Irondequoit Central School District and the West Irondequoit Teachers' Association agree to support professional growth and excellence in teaching by offering Peer Coaching as an alternative to the agreed upon Supervision Process.

The following goals guide Peer Coaching Alternative:

- *Recognize and reward professionalism in teaching as it relates to student learning*
- *Increase collegiality, experimentation, and reflection about teaching and learning*
- *Create a culture where frequent, concrete, and supportive talk about teaching and learning is a norm*
- *Encourage professionals to take ownership for the continuous development of their teaching repertoires*
- *Model lifelong learning for new teachers and new students*

#### b. Participant Criteria

Teachers involved in the Peer Coaching Alternative must:

- 1) Be tenured and in year one or year two of their evaluation cycle
- 2) Have demonstrated an effective repertoire of instructional strategies
- 3) Be committed to seek continuous growth
- 4) Be self-directed and goal oriented
- 5) Be knowledgeable about effective teaching and current research in education
- 6) Have some knowledge of and/or experience in peer collaboration
- 7) Be skillful in working with others
- 8) Be committed to maintaining confidentiality
- 9) Follow the agreed upon process, complete all necessary forms, and participate in the designated mandatory sessions
- 10) Have approval of the Primary Supervisor

## Article X

### c. Participant Responsibilities

Teachers involved in the Peer Coaching Alternative will delineate specific goals for their individual professional development in conjunction with their supervisor. Upon approval of the Primary Supervisor and Principal (when not the Primary Supervisor), teachers agree to:

- Meet with Primary Supervisor to discuss application and identify professional goals
- Complete the Peer Coaching Alternative application, including goal setting, and submit to Primary Supervisor by a date in mid-September determined by the district. (See Peer Coaching Application form)
- Attend the mandatory October, February, and May information sessions that explain and support the process
- Observe each other multiple times (minimum of two observations each) during the year
- Complete a Peer Coaching Conference form after each observation and submit to the Primary Supervisor and Non-Primary Supervisor. (See Peer Coaching Conference form.)
- Meet with Primary Supervisor in December to discuss progress towards goals.
- Submit by **June 1** a one page self-reflection of progress toward the identified goals to the Primary Supervisor and Principal (when not the Primary Supervisor)
- Allocate the time previously devoted to supervision to the Peer Coaching Alternative
- Utilize release time being offered by the district
- Dialogue with Primary Supervisor regarding year-end self-reflection

### d. District Responsibilities

The district will support the Peer Coaching Alternative by:

- Providing an October orientation session
- Providing a February and May information sharing session to assist participants through the process.
- Offering additional professional development experiences and resources for involved teachers to assess if desired.
- Providing two days of substitute time for each teacher involved in the process (one-half day to be used for mandatory October session).

This alternative does not diminish the role and responsibility of supervisors in monitoring of all aspects and duties and responsibilities of the teacher.

Other supervision alternatives are being investigated and developed by the ad hoc committee.

Article X

e. Peer Coaching Application Process

The Peer Coaching Alternative application process utilizes established criteria combined with an individual goal setting process based on the concept of continuous growth in repertoire. This application process supports open communication between the teacher interested in peer coaching and his/her supervisor.

Step 1

The teacher initiates a conversation with the primary supervisor about becoming involved in Peer Coaching. Using the established criteria, they discuss the goals her/she would pursue if involved in this process. Goals from the teacher's most recent evaluation and Peer Coaching self-reflection are reviewed during this discussion. The supervisor recommends either the teacher apply for the Peer Coaching Alternative or remain in the regular supervisory process.

Step 2

If the teacher continues to be interested in pursuing this option, he/she completes the Peer Coaching application and submits it to the Primary Supervisor by the mid-September district designated date. The Primary Supervisor (when not the Principal) includes the Principal in determining whether or not to approve the request.

Step 3

The Primary Supervisor or Principal submits the Peer Coaching application to the office of the Assistant Superintendent for Instruction. The Assistant Superintendent and the WITA President will meet to make final approval by the date designated by the district at the end of September.

Step 4

The Assistant Superintendent for Instruction and the WITA President will also send copies of the application, approved or not approved, to the Peer Coaching applicant, Primary Supervisor and Non-Primary Supervisor.

Step 5

If approved the teacher works with the supervisor to determine when the process will begin and to finalize those to be involved in the Peer Coaching team. If not approved, the teacher receives feedback regarding the application and continues in the contractually agreed upon Supervision Process.

D. EVALUATION

1. PURPOSE OF EVALUATION

The purpose of evaluation is to ascertain a teacher's performance relative to the Standards for Professional Practice in Teaching.

Article X

2. IDENTIFICATION OF EVALUATORS

The evaluators are the directors, supervisors, coordinators, assistant-principals, and principals. The ultimate responsibility for evaluation rests with the principals.

3. PROCESS OF EVALUATION

The process of evaluation involves the following steps:

An evaluation will be written by the principal/director -or jointly by the supervisor, assistant- principal or coordinator and the building principal not later than June of each year for non-tenured teachers and at the end of a three year cycle for tenured teachers. This evaluation reflects a teacher's progress at the time of evaluation - relative to the Standards for Professional Practice in Teaching. When mutually agreed to by the director, supervisor, teacher, assistant- principal, or principal, an evaluation may be written at the end of any year outside the regular cycle. Written evaluations will be received by teachers no later than June 1 of the evaluation year. (See Evaluation/Instruction form.)

The supervisor, assistant- principal or coordinator and principal/director will discuss the evaluation and should arrive at consensus on its content. The writing of the evaluation is a shared task between the principal/director and the supervisor, assistant- principal or coordinator. When the principal and supervisor have differing opinions, the Director of Personnel will become involved as a facilitator to resolve differences of opinion.

The evaluation should be preceded by a conference between the principal/director or supervisor, assistant-principal or coordinator and the teacher. In preparation for the conference, the teacher and the supervisor (s) should plan to discuss evidence representing a broader array of needs and/or accomplishments related to the Standards for Professional Practice in Teaching. Should the teacher disagree with the evaluation, a conference will be held between the principal and the teacher to discuss areas of disagreement. If disagreement persists, the teacher may request a second conference with the principal and a mutually agreed upon third party who acts as a facilitator. If this meeting fails to resolve the outstanding issues, the teacher may submit a rebuttal statement to be attached to the evaluation.

## STANDARDS FOR PROFESSIONAL PRACTICE IN TEACHING

### INTEGRATES A RICH UNDERSTANDING OF CONTENT, PEDAGOGY, AND RESEARCH TO PLAN INSTRUCTION IN A STANDARDS BASED ENVIRONMENT

- Implements standards based teaching and learning principles, and aligns instructional lessons/units based on standards and district outcomes.
- Exhibits an understanding and commitment that the standards and district outcomes describe essential knowledge and skills and a belief that all students can learn and achieve at high levels.
- Incorporates knowledge of prevailing theories of cognition and intelligence to plan and implement instruction.
- Explores the new research and best practices related to content specific knowledge as well as considers the applicability across disciplines.
- Combines a strong knowledge of both the content and the needs of the learners to continuously develop a strong instructional repertoire.
- Reflects upon student achievement data to improve instruction.

### PLANS/IMPLEMENTS/ASSESSES INSTRUCTION IN A STANDARDS BASED CLASSROOM

- Plans instruction by clearly defining what students need to know and be able to do based on district outcomes.
- Task analyzes knowledge, concepts and skills and provides options for sources and presentation modes of new material.
- Plans instruction considering interdisciplinary standards including appropriate multiple curricular outcomes to create common connections for students.
- Engages learners through a repertoire of instructional strategies, including a purposeful use of available technologies and materials.
- Actively engages students in learning experiences which require varied and complex thinking skills, providing real-world connections.
- Makes instructional decisions to match the needs of learners.
- Differentiates instruction for a diverse spectrum of learners so that learning experiences are maximized for all students. Differentiation is defined by the purposeful variation of content sources, processes, and products with decisions based on learning profile, interest, and readiness.
- Uses a wide variety of classroom assessments as well as district and New York State assessments, to evaluate learning and to adjust and enrich future instruction so as to optimize students success.
- Provides students feedback regarding their progress toward meeting and exceeding the standards.

### ORGANIZES A PRODUCTIVE AND POSITIVE STANDARDS BASED LEARNING ENVIRONMENT

- Develops positive and respectful relationships with students.
- Creates an environment that promotes positive communication between teacher and student as well as risk-taking and problem solving.
- Frames the learning and clearly communicates so that students know the standards, the rationale for the standards and learning experiences, the directions and procedures, as well as assessment criteria at the beginning of the learning process.
- Implements a wide range of strategies to manage student behavior.
- Develops and implements an effective system of organizational procedures and routines to create a productive learning environment for all students.
- Checks student understanding broadly and frequently.
- Designs active learning experiences which promote retention and transfer.
- Provides clear models and exemplars, and involves students in using their work to set goals.
- Uses a variety of materials and resources which directly support lesson outcomes and provide multiple pathways for learning.
- Provides for the learning so that all materials are accessible and efficiently distributed to preclude distraction and ensure effective momentum.

### DEMONSTRATES PROFESSIONAL RESPONSIBILITY AND COLLABORATION

- Seeks and participates in professional growth opportunities related to professional goals.
- 12
- Collaborates with colleagues in planning lessons and designing assessments to inform standards based instruction.
- Seeks opportunities to self reflect, learn from colleagues, and continuously improve.
- Communicates with parents regularly to share student information regarding program and progress.
- Collaborates, as a partner in the education of children, with staff, parents, and the community in a positive way to develop mutual respect.
- Collaborates with colleagues within and across grade levels and disciplines to use student work and various performance data to refine learning experiences and optimize success for students.
- Develops, maintains, and generates reports from a body of evidence regarding student performance, including both accurate assessment records and samples of student work.

E. TEACHER INPUT SUPERVISION/EVALUATION PROCESS

If any changes are to be made in the process, representatives of the District and the Association will meet and develop such changes.

F. TEACHER PERSONNEL FOLDERS

1. Pertinent Information on Teacher's Activities

Supervisors and the Director of Personnel are encouraged to place in the teacher's folder pertinent information indicating competencies, achievements, or activities of a professional nature.

2. Teacher Review of Folder Materials

Upon written request to the building administrator and the Director of Personnel responsible for the maintenance of such files, the teacher shall be provided the opportunity to review with the building administrator and the Director of Personnel materials in his/her personnel folder, with the exception of information received in confidence. One copy of each item specified by the teacher shall be provided upon the teacher's request, except for those items, which cannot be legally duplicated, or items which were received in confidence.

3. Review of Materials Which Reflect Adversely Upon a Teacher

Building administrators and the Director of Personnel shall be responsible for reviewing materials with the teacher, which reflect adversely upon a teacher's conduct, service, character, or personality, prior to placing such materials in the teacher's folder. The teacher may submit a written statement about such materials, which shall be attached to the materials when placed in the teacher's folder.

4. Limited Inspection

Only those who have an official right and responsibility for so doing may inspect a teacher's personnel folder. Such file shall not be open to public inspection except upon the specific consent of the teacher.

G. DISCIPLINARY ACTION

The supervising building administrator shall be responsible for counseling with a teacher whose professional behavior is in question. The teacher shall have the right to review such situations with the Superintendent of Schools.

H. FAIR DISMISSAL

During the first two years of the probationary period and in the 30-day period indicated in Paragraph 3 below, a teacher shall have the right to rebut the Superintendent's case by presenting his/her case to the Board in writing or in a non-adversary proceeding. The rights



Article X

of cross-examination and confrontations shall not be available in such proceedings. However, the rights to all other procedures and substance of this article shall apply during the first two years of the probationary period. Beginning with the third year of the probationary period and during the balance thereof, the teacher shall have all the rights outlined in this article.

1. Just Cause

No probationary teacher shall be dismissed without just cause.

2. Written Notice and Meeting with Supervisor

In the event that the District is considering the dismissal of a probationary teacher or is considering not granting tenure to a probationary teacher, it will provide at least one written warning by January 30 indicating areas of concern and will schedule a meeting with the immediate supervisor, the teacher, and an Association representative of the teacher's choice, for the purpose of improving the teacher's performance in order to continue his/her employment. This meeting shall be held not later than 70 days prior to any effective date of a possible dismissal.

3. Superintendent's Notice of Dismissal Recommendation

Following such a conference, if the Superintendent determines that the teacher should be dismissed, he will give said teacher a notice of his intention to make such a recommendation to the Board stating reasons supporting his recommendation. This notice of intent to recommend dismissal shall be provided to the teacher no later than 30 days prior to the Superintendent's submission to the Board of a recommendation for dismissal.

4. Board Hearing

At any time during the 30-day period indicated in the foregoing Paragraph 3, the teacher may obtain a hearing before the Board, at which hearing:

- a. Reasons and Evidence – The Superintendent shall present the reasons and supporting evidence for his recommendation for dismissal;
- b. Rebuttal – The teacher shall be given an opportunity to rebut the Superintendent's case by cross-examination of any witnesses and/or evidence presented by the Superintendent, and the presentation of his/her own witnesses and evidence;
- c. Counsel – During the proceedings outlined in 4a. and 4b. above, the teacher may be represented by counsel of his/her choice.

5. Association as Party in Interest

In the proceedings outlined in foregoing Paragraph 4, the Association may, at its option, be represented as a party in interest, and at such time may present witnesses and evidence in support of its interests and shall have the right of cross-examination of any witnesses and/or evidence presented by either the unit member or the Superintendent.

## **WICSD-WITA**

### **Article X**

#### **6. Board Decision**

After hearing the evidence, the Board shall render its decision. Should the Board concur in the Superintendent's recommendation of dismissal, it will give the teacher no less than 30 days notice of such dismissal. In its decision, however, the Board shall not be bound by the recommendation for dismissal sought by the Superintendent, but may, at its discretion, apply a remedy short of dismissal.

**Data:**      *What data did you use to select your goals?*

---

---

---

**Goal(s):**

---

---

---

**Action Steps:**

---

---

---

---

**Evidence of Accomplishment:**

---

---

---

---

**Revision (if needed)**

---

---

**Reflection:**

*Copies to: Teacher, primary supervisor, non-primary supervisor.  
This form is not part of the official record. Attach additional paper as necessary.*

SUPERVISOR/TEACHER CONFERENCE FORM

Teacher \_\_\_\_\_ Supervisor \_\_\_\_\_

Conference Date \_\_\_\_\_ School \_\_\_\_\_

Class/Period/Grade/Dept. \_\_\_\_\_

Items of Discussion:

Next Steps: What are the agreed upon next steps for the supervisor and the teacher relative to anything discussed in the conference?

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

Copies to: Teacher, primary supervisor, and non-primary supervisor.

This form is not part of the official record.

**WICSD-WITA**  
**Article X**

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

EVALUATION/INSTRUCTION

Teacher \_\_\_\_\_

School \_\_\_\_\_

This evaluation should reflect the teacher's performance relative to the Standards for Practice in Professional Teaching. A description is found on the attachment.

Please use 8-1/2 x 11 paper for the evaluation and attach to this form.

Evaluation Conference Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if applicable)

Teacher Comments:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copies to: Teacher, primary supervisor, non-primary supervisor, and personnel office.

**WICSD-WITA**  
**Article X**

*West Irondequoit Central School*

**PEER COACHING APPLICATION FORM**

**(To be completed by individual applicant with input from Primary Supervisor.)**

Teacher: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ Year in Evaluation Cycle: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Please indicate the goals which will direct your involvement in the Peer Coaching Process.

Goals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Suggested Peer: \_\_\_\_\_

Approved Not Approved

Primary Supervisor: \_\_\_\_\_

☐☐

Principal (if different): \_\_\_\_\_

☐☐

WITA President: \_\_\_\_\_

☐☐

Asst. Superintendent  
for Instruction: \_\_\_\_\_

☐☐

This form is not part of the official record. **It is understood that, if approved, this process constitutes a waiver from the contractual language for supervision for one year.** Also, the Asst. Superintendent for Instruction and the WITA president will send copies of the application, approved or not approved, to the Peer Coaching applicant, primary supervisor, and non-primary supervisor.

**PEER COACHING CONFERENCE FORM**

(To be completed by teacher being observed)

Teacher Observed: \_\_\_\_\_ Peer Coach: \_\_\_\_\_

Observation Date: \_\_\_\_\_

Conference Date: \_\_\_\_\_ School: \_\_\_\_\_

Class/Period/Grade/Dept. \_\_\_\_\_

**Items of Discussion**

**Next Steps:**

Teacher Observed

Date

Peer Coach

Date

**Note: This form is not part of the official record.**

**PEER COACHING CONFERENCE REMINDERS:**

- 1) A Peer Coaching Conference Form should be completed during each post- (reflecting) conference.
- 2) The form should include the observation goal(s) that were set during the pre- (planning) conference.
- 3) Coaches may use an alternate form as long as it includes Items of Discussion and Next Steps.
- 4) Copies of the Peer Coaching Conference Form should be distributed as follows:  
White Copy – Primary Supervisor  
Pink Copy – Non-Primary Supervisor  
Yellow Copy – Teacher

*West Irondequoit Central School District*

Name: \_\_\_\_\_ School: \_\_\_\_\_

Conference Date: \_\_\_\_\_ (Fall) \_\_\_\_\_ Faculty \_\_\_\_\_ Primary Supervisor Initials

\_\_\_\_\_ (Spring) \_\_\_\_\_ Faculty \_\_\_\_\_ Primary Supervisor Initials

ARTICLE XI

PARAPROFESSIONALS – TERMS OF EMPLOYMENT

A. HOURLY PAY SCALE  
 1. TEACHER AIDES

2009-10		2010-11		2011-12	
Step		Step		Step	
				1	\$8.35
		1	\$8.31	2	\$8.63
1	\$8.27	2	\$8.59	3	\$8.93
2	\$8.55	3	\$8.88	4	\$9.23
3	\$8.84	4	\$9.18	5	\$9.54
4	\$9.14	5	\$9.50	6	\$9.87
5	\$9.43	6	\$9.80	7	\$10.18
6	\$9.69	7	\$10.07	8	\$10.46
7	\$10.02	8	\$10.41	9	\$10.82
8	\$10.28	9	\$10.68	10	\$11.10
9	\$10.64	10	\$11.05	11	\$11.49
10	\$11.03	11	\$11.46	12	\$11.91
11	\$11.43	12	\$11.88	13	\$12.34
12	\$11.76	13	\$12.22	14	\$12.70
13	\$12.17	14	\$12.64	15	\$13.14
14	\$12.62	15	\$13.11	16	\$13.62
15	\$13.09	16	\$13.60	17	\$14.13
16	\$13.58	17	\$14.11	18	\$14.66
17	\$14.08	18	\$14.63	19	\$15.20
18	\$14.33	19	\$14.89	20	\$15.47
19	\$14.88	20	\$15.46	OPEN	\$16.06
20	\$15.34	OPEN	\$15.94	OPEN	\$16.56
OPEN	\$15.99	OPEN	\$16.61	OPEN	\$17.26
OPEN	\$16.54	OPEN	\$17.19	OPEN	\$17.86
OPEN	\$17.11	OPEN	\$17.78	OPEN	\$18.47
OPEN	\$17.72	OPEN	\$18.41	OPEN	\$19.13
OPEN	\$18.31	OPEN	\$19.02	OPEN	\$19.77



OPEN	\$18.96	OPEN	\$19.70	OPEN	\$20.47
OPEN	\$20.40	OPEN	\$21.20	OPEN	\$22.02
OPEN	\$21.76	OPEN	\$22.61	OPEN	\$23.49

HOURLY PAY SCALE  
2. TEACHING ASSISTANTS

	2009-10		2010-11		2011-12
Step		Step		Step	
				1	\$8.51
		1	\$8.48	2	\$8.81
1	\$8.45	2	\$8.78	3	\$9.12
2	\$8.65	3	\$8.99	4	\$9.34
3	\$8.94	4	\$9.29	5	\$9.65
4	\$9.28	5	\$9.64	6	\$10.02
5	\$9.56	6	\$9.93	7	\$10.32
6	\$9.74	7	\$10.15	8	\$10.55
7	\$10.00	8	\$10.39	9	\$10.80
8	\$10.38	9	\$10.78	10	\$11.21
9	\$10.67	10	\$11.09	11	\$11.52
10	\$11.11	11	\$11.54	12	\$11.99
11	\$11.55	12	\$12.00	13	\$12.47
12	\$12.00	13	\$12.47	14	\$12.95
13	\$12.42	14	\$12.90	15	\$13.41
14	\$12.83	15	\$13.33	16	\$13.85
15	\$13.31	16	\$13.83	17	\$14.37
16	\$13.86	17	\$14.40	18	\$14.96
17	\$14.33	18	\$14.89	19	\$15.47
18	\$14.86	19	\$15.44	20	\$16.04
19	\$15.44	20	\$16.04	Open	\$16.67
20	\$16.02	Open	\$16.64	Open	\$17.29
Open	\$16.70	Open	\$17.35	Open	\$18.03
Open	\$17.33	Open	\$18.01	Open	\$18.71
Open	\$17.99	Open	\$18.69	Open	\$19.42
Open	\$19.39	Open	\$20.15	Open	\$20.93
Open	\$20.12	Open	\$20.90	Open	\$21.72
Open	\$21.53	Open	\$22.37	Open	\$23.24
Open	\$21.97	Open	\$22.83	Open	\$23.72

**WICSD-WITA**  
**Article XI**

3. Effective July 1, 2006, a longevity recognition award, payable in a lump sum each December, will be available for bargaining unit paraprofessionals. This longevity award is based on years of service with the District as of July 1 according to the following schedule:

5 Years	\$200
10 Years	\$400
15 Years	\$600
20 Years	\$800

Paraprofessionals who work less than 5 hours per day will receive a prorated longevity award.

**B. PROFESSIONAL GROWTH AND DEVELOPMENT**

**1. Training**

Any newly hired paraprofessional will receive orientation by the District to include procedural and curriculum information. The training will include classroom curriculum, IEP and 504 implementation, the conflict cycle and classroom behavior management. Orientation shall include topics like: orientation of the building, district policies, form completion (time sheets, personal day forms, detention/study hall forms, attendance forms). This orientation will occur before work begins or as soon as practicable.

**2. Inservice**

- a. In addition to their regular work year, paraprofessionals will be compensated at their regular per diem rate for one inservice day, which will be assigned by the paraprofessional's building principal. Each year representatives of the District and the unit will jointly determine the plan for this staff development day.
- b. Paraprofessionals will be compensated at their regular per diem rate when called in to do their regular work on workshop days, which are in addition to their regularly scheduled workdays.
- c. At the request of the District, with the prior approval of the Superintendent, paraprofessionals will be compensated at their regular per diem rate for the following:

Attendance during July, August, and/or holiday recesses at any program that encourages professional growth or is necessitated by changes in curriculum or equipment.

Attendance at District workshop day programs established for teachers or programs specifically designed for paraprofessional unit members.

Article XI

3. Professional Courses

Paraprofessional unit members are eligible to take professional courses offered in the area which is directly related to the work performed by the employee in the District. The District will pay the tuition and/or registration charges for such courses under the following conditions:

- a. The course must be directly related to the employee's work in the District.
- b. The course or inservice program must be approved in advance by the Executive Director of Personnel.
- c. The employee must satisfactorily complete the course and provide appropriate receipts, course completion certificates, etc., to the District prior to any payment or reimbursement.

C. POSTING OF PARAPROFESSIONAL POSITIONS

As new paraprofessional positions are created or paraprofessional positions become vacant, such positions will be posted in each building. Such posting will take place for five (5) days before the closing of the application period. Such posting will list the minimum qualifications for the position. During the summer recess, those paraprofessionals who are interested in any paraprofessional openings will leave self-addressed stamped envelopes with the Personnel Department so that postings may be mailed to interested employees on the first day of the posting.

D. TRAVEL TIME

Paraprofessionals assigned to duty in more than one building shall be provided with sufficient time for traveling between buildings.

E. COMPENSATION FOR MILEAGE

Paraprofessionals required to use their own cars for travel on District business or to and from conferences attended under District auspices shall be reimbursed at the prevailing IRS rate per mile.

F. PAID HOLIDAY ALLOWANCE

The district agrees to provide 12-month paraprofessionals, employed on a permanent basis, 12 paid holidays. Such holidays will be designated at the beginning of each school year and will include the following:

- |                          |                             |
|--------------------------|-----------------------------|
| ▪ Independence Day       | ▪ Veterans' Day             |
| ▪ Columbus Day           | ▪ Friday after Thanksgiving |
| ▪ Thanksgiving Day       | ▪ New Year's Day            |
| ▪ Christmas Day          | ▪ Presidents' Day           |
| ▪ Martin Luther King Day | ▪ Memorial Day              |
| ▪ Good Friday            |                             |
| ▪ Labor Day              |                             |

## WICSD-WITA

### Article XI

Paraprofessionals who work the student calendar year shall be entitled to the following paid holidays:

- Thanksgiving Day
- Christmas Day
- Presidents' Day
- Friday after Thanksgiving
- New Year's Day
- Memorial Day

#### G. VACATIONS FOR TWELVE-MONTH PARAPROFESSIONALS

All twelve-month paraprofessionals who have completed one year of service shall receive ten days of vacation with pay. For each year of service completed thereafter, each 12-month paraprofessional shall receive one additional day of vacation with pay, not to exceed 20 days vacation with pay after completion of 11 years of service.

#### H. PERFORMANCE APPRAISAL FORM FOR PARAPROFESSIONALS

1. The performance of all paraprofessionals shall be evaluated annually by their supervisors using the evaluation form dated revised 12/07.
2. The Performance Appraisal Form, completed and signed by each supervisor, shall be discussed by each supervisor with each paraprofessional by the end of the first week in June of each year. The paraprofessional may add a written attachment to the evaluation and will receive a copy of the appraisal. Upon hire, paraprofessionals will receive a copy of the evaluation form specified in item 1 above.

#### I. PERSONNEL FOLDERS

1. Pertinent Information of Activities  
Building administrators and the Executive Director of Personnel are encouraged to place in the paraprofessional's folder pertinent information indicating competencies, achievements, or activities of a professional nature.
2. Review of Folder Materials  
Upon written request to the building administrator and the Director of Personnel responsible for the maintenance of such files, a paraprofessional shall be provided the opportunity to review with the building administrator and the Director of Personnel materials in his/her personnel folder, with the exception of information received in confidence. One copy of each item specified by the paraprofessional shall be provided upon the paraprofessional's request except for those items which cannot be legally duplicated or items which were received in confidence.

**WICSD-WITA**  
**Article XI**

**J. TERMINATION**

The District maintains the right to discharge any paraprofessional employee for just cause, which shall be defined as:

- Insubordination
- Immoral character
- Inefficiency
- Incompetence
- Physical or mental disability which precludes the individual from satisfactorily fulfilling job responsibilities
- Neglect of duty
- Poor attendance or punctuality
- Conduct unbecoming a paraprofessional

**K. LAYOFF AND RECALL**

Provided there are no statutory requirements and/or regulations differentiating Aides and Assistants, for purposes of layoff and recall the following provision will apply.

In the event of a reduction in force of paraprofessionals with two or more years of service in the District, layoff and recall will be based on seniority (defined as length of continuous service in the District). The last hired will be laid off first and recall will be in the inverse order of seniority. Paraprofessionals with less than two years of service in the District will be laid off or reduced first in any order of preference determined by the District.

Prior to the District's written layoff notification to paraprofessionals, building administrators will meet individually with each affected paraprofessional to inform the paraprofessional of their layoff and its implications for that individual.

**L. NOTIFICATION OF EMPLOYMENT**

Each paraprofessional will be given written notification of his/her job status for the coming year by June 30 or after the budget is approved, whichever date is later.

Each paraprofessional will be provided with an individual calendar specifying paid workdays for the employment year.

**M. WORK YEAR EXTENSION**

Paraprofessional employees may be assigned the last workday of the work year as a regular workday. In addition, paraprofessionals may be asked to volunteer to work extended workdays of not more than 10 hours on each of the days on the last week of the student school year. The Teacher Aide work year includes the first teacher inservice day.

**N. TRANSFER**

When a paraprofessional is transferred into a position requiring new skills or knowledge, that member will be provided with an orientation to the new responsibilities.

No paraprofessional employed as an assistant will be transferred to the position of aide except by his/her consent.

**O. FINGERPRINTING**

The district shall pay the fee for mandated fingerprinting for paraprofessionals who were required to be fingerprinted for employment in the district, following 12 months of employment with the district.

**P. COMPENSATION DURING SCHOOL BREAKS**

1. Interested paraprofessional unit members may volunteer to work in the Irondequoit High School, Duke, Iroquois and Rogers School libraries during the school breaks.
2. The paraprofessionals selected to work from item 1 above will receive their current hourly rate for the time worked during the school break.

# WEST LANSING CENTRAL SCHOOL DISTRICT

## PERFORMANCE APPRAISAL FORM – PARAPROFESSIONAL PERSONNEL

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Position Title: \_\_\_\_\_

Period Covered in Review: From: \_\_\_\_\_ To: \_\_\_\_\_

### INTRODUCTION

The process established for performance appraisal is intended to provide a medium to judge the satisfactory discharge of duties outlined in the staff member's job description, to provide for planning for the individual's growth and development, to encourage improvement in performance, to acknowledge superior performance and to assist as a guide for promotional opportunities.

### DIRECTIONS

When evaluating the paraprofessional's performance, check one of the six spaces after each item. The last column is to be checked if you have no information or if the item is not applicable to the employee's position. If "below average" or "poor" is checked, a clarifying comment is required, otherwise comments are optional.

#### **Performance Definitions: (According to the duties assigned.)**

**Superior** – Consistently exceeds expected performance and manifests a high discernable degree of initiative, resourcefulness and creativity.

**Above Average** – Exceeds expectations and demonstrates a high level of performance in accomplishing the job requirements.

**Average** – Meets and satisfies job requirements.

**Below Average** – Meets and satisfies some job requirements, but needs improvement in some areas.

**Poor** – Does not meet job requirements at an acceptable level.

**N/A** – This category does not apply to this paraprofessional's job responsibilities.

### **COMPLETE THE FOLLOWING FOR ALL TEACHING ASSISTANTS**

<b><u>SECTION I</u></b>						
<b><u>JOB SKILLS AND KNOWLEDGE</u></b>	Superior	Above Average	Average	Below Average	Poor	Not Applicable
1. <b><u>CLERICAL WORK</u></b> Possesses clerical skills needed to complete assigned tasks.						
2. <b><u>ASSISTS WITH DELIVERY OF INSTRUCTION</u></b>						
a. Possesses knowledge of literacy, numeracy and/or specific content knowledge.						
b. Possesses the skills to assist in the teaching of literacy, numeracy and/or specific content knowledge.						
c. Possesses the ability to reinforce learning the material or skills, initially introduced by the teacher.						

**SECTION I (cont'd.)**

	Superior	Above Average	Average	Below Average	Poor	Not Applicable
1. <b><u>DATA COLLECTION/REPORTING</u></b> Maintains required records accurately (i.e., data collection).						
2. <b><u>PREPARATION/FOLLOW-UP</u></b> a. Prepares, organizes and performs work efficiently.						
b. Readily learns and applies new ideas, procedures, and techniques.						

**COMMENTS:**

---

---

---

Goals for next year (including training if needed):

---

---

---

**SECTION II**

	Superior	Above Average	Average	Below Average	Poor	Not Applicable
<b><u>PROFESSIONAL AND ETHICAL PRACTICES</u></b>						
1. <b><u>WORK ETHIC AND ATTITUDE</u></b> a. Observes assigned working hours.						
b. Maintains a good attendance record.						
c. Demonstrates a high level of ethical behavior and confidentiality.						
2. <b><u>TEAM PARTICIPATION/MEMBERSHIP</u></b> a. Participates as part of a team by contributing, listening and engaging in problem-solving steps as needed.						
b. Adapts to necessary daily changes and conditions to support instruction.						
c. Follows the proper communication channels when dealing with problems.						
d. Works professionally and in a manner that is adaptive and shows flexibility when working with students.						
3. <b><u>PROFESSIONAL DEVELOPMENT</u></b> a. Accepts and benefits from constructive dialog and constructive feedback on professional matters.						



<b><u>SECTION II</u></b> (cont'd.)	Superior	Above Average	Average	Below Average	Poor	Not Applicable
a. Seeks and maintains knowledge of job responsibilities.						
b. Takes advantage of courses, in-service trainings and conferences. Participates in building/district activities/meetings as appropriate.						

**COMMENTS:**

---



---



---

Goals for next year (including training if needed):

---



---



---

<b><u>SECTION III</u></b>	Superior	Above Average	Average	Below Average	Poor	Not Applicable
<b><u>STUDENT INTERACTION</u></b>						
1. <b><u>SUPERVISION OF STUDENTS</u></b>						
a. Supervises and/or works effectively with students in a small group or regular classroom setting.						
2. <b><u>BEHAVIOR MANAGEMENT</u></b>						
a. Treats all students in a respectful and consistent manner.						
b. Recognizes undesirable situations and reacts with good judgment.						
c. Implements behavior management plan as when appropriate.						
3. <b><u>SOCIAL SKILLS DEVELOPMENT</u></b>						
a. Assists in social skills development.						
b. Works effectively with students to reinforce behavioral expectations consistently and in a positive and constructive manner.						

**SECTION III** (cont'd.)

**COMMENTS:**

---

---

---

Goals for next year (including training if needed):

---

---

---

**SECTION IV**

Supervisor's additional comments:

---

---

---

Paraprofessional's comments/reflections:

---

---

---

Goals for next year (including training if needed):

---

---

---

---

This appraisal was reviewed with the Paraprofessional on \_\_\_\_\_  
(Date of Conference)

\_\_\_\_\_  
Supervisor's Signature/Date

\_\_\_\_\_  
Paraprofessional's Signature/Date

WESL IRONDEQUOIT CENTRAL SCHOOL DISTRICT

PERFORMANCE APPRAISAL FORM – PARAPROFESSIONAL PERSONNEL

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Position Title: \_\_\_\_\_

Period Covered in Review: From: \_\_\_\_\_ To: \_\_\_\_\_

**INTRODUCTION**

The process established for performance appraisal is intended to provide a medium to judge the satisfactory discharge of duties outlined in the staff member's job description, to provide for planning for the individual's growth and development, to encourage improvement in performance, to acknowledge superior performance and to assist as a guide for promotion opportunities.

**DIRECTIONS**

When evaluating the paraprofessional's performance, check one of the six spaces after each item. The last column is to be checked if you have no information or if the item is not applicable to the employee's position. If "below average" or "poor" is checked, a clarifying comment is required, otherwise comments are optional.

**Performance Definitions: (According to the duties assigned.)**

**Superior** – Consistently exceeds expected performance and manifests a high discernable degree of initiative, resourcefulness and creativity.

**Above Average** – Exceeds expectations and demonstrates a high level of performance in accomplishing the requirements.

**Average** – Meets and satisfies job requirements.

**Below Average** – Meets and satisfies some job requirements, but needs improvement in some areas.

**Poor** – Does not meet job requirements at an acceptable level.

**N/A** – This category does not apply to this paraprofessional's job responsibilities.

**COMPLETE THE FOLLOWING FOR ALL TEACHER AIDES**

**SECTION I**

<b><u>JOB SKILLS AND KNOWLEDGE</u></b>	Superior	Above Average	Average	Below Average	Poor	No Applic
1. <b><u>CLERICAL WORK</u></b> Possesses clerical skills needed to complete assigned tasks.						
2. <b><u>DATA COLLECTION/REPORTING</u></b> Maintains required records accurately (i.e., data collection).						
3. <b><u>PREPARATION/FOLLOW-UP</u></b> a. Prepares, organizes and performs work efficiently.						
b. Readily learns and applies new ideas, procedures, and techniques.						

**SECTION I** (cont'd.)

**COMMENTS:**

Goals for next year (including training if needed):

## SECTION II

<b><u>SECTION II</u></b>							
<b><u>PROFESSIONAL AND ETHICAL PRACTICES</u></b>		Superior	Above Average	Average	Below Average	Poor	Not Applicable
1.	<b><u>WORK ETHIC AND ATTITUDE</u></b>						
	a. Observes assigned working hours.						
	b. Maintains a good attendance record.						
	c. Demonstrates a high level of ethical behavior and confidentiality.						
2.	<b><u>TEAM PARTICIPATION/MEMBERSHIP</u></b>						
	a. Participates as part of a team by contributing, listening and engaging in problem-solving steps as needed.						
	b. Adapts to necessary daily changes and conditions to support instruction.						
	a. Follows the proper communication channels when dealing with problems.						
	b. Works professionally and in a manner that is adaptive and shows flexibility when working with students.						
3.	<b><u>PROFESSIONAL DEVELOPMENT</u></b>						
	a. Accepts and benefits from constructive dialog and constructive feedback on professional matters.						
	b. Seeks and maintains knowledge of job responsibilities.						
	c. Takes advantage of courses, in-service trainings and conferences. Participates in building/district activities/meetings as appropriate.						

**SECTION II** (cont'd.)

**COMMENTS:**

---

---

---

Goals for next year (including training if needed):

---

---

---

**SECTION III**

<b><u>STUDENT INTERACTION</u></b>	Superior	Above Average	Average	Below Average	Poor	Not Applicable
1. <b><u>SUPERVISION OF STUDENTS</u></b> Supervises and/or works effectively with students in a small group or regular classroom setting.						
2. <b><u>BEHAVIOR MANAGEMENT</u></b> a. Treats all students in a respectful and consistent manner.						
b. Recognizes undesirable situations and reacts with good judgment.						
c. Implements behavior management plan as deemed appropriate.						
3. <b><u>SOCIAL SKILLS DEVELOPMENT</u></b> a. Assists in social skills development.						
b. Works effectively with students to reinforce behavioral expectations consistently and in a positive and constructive manner.						

**COMMENTS:**

---

---

---

Goals for next year (including training if needed):

---

---

---

**SECTION IV**

Supervisor's additional comments:

---

---

---

Paraprofessional's comments/reflections:

---

---

---

Goals for next year (including training if needed):

---

---

---

---

This appraisal was reviewed with the Paraprofessional on \_\_\_\_\_  
(Date of Conference)

\_\_\_\_\_  
Supervisor's Signature/Date

\_\_\_\_\_  
Paraprofessional's Signature/Date

**ARTICLE XII**

**A. TEACHER SALARY**

**1. Teacher Salary Schedule July 1, 2009 – June 30, 2012**

<b>Step</b>	<b>2009-10</b>	<b>Step</b>	<b>2010-11</b>	<b>Step</b>	<b>2011-12</b>
				1	39,604
		1	39,261	2	40,792
1	38,921	2	40,439	3	42,016
2	40,049	3	41,611	4	43,234
3	41,218	4	42,826	5	44,496
4	42,425	5	44,080	6	45,799
5	43,670	6	45,373	7	47,143
6	44,955	7	46,708	8	48,530
7	46,279	8	48,084	9	49,959
8	47,649	9	49,507	10	51,438
9	49,061	10	50,974	11	52,962
10	50,520	11	52,490	12	54,537
11	51,773	12	53,792	13	55,890
12	53,076	13	55,146	14	57,297
13	54,679	14	56,811	15	59,027
14	56,334	15	58,531	16	60,814
15	58,040	16	60,304	17	62,655
16	59,801	17	62,133	18	64,556
17	61,319	18	63,710	19	66,195
18	63,194	19	65,659	20	68,219
19	65,130	20	67,670	21	70,309
20	67,127	21	69,745	22	72,465
21	68,589	22	71,264	23	74,043
22	70,566	23	73,318	24	76,177
23	72,613	24	75,445	25	78,387
24	74,729	25	77,643	Open	80,643
25	76,918	Open	79,918	Open	82,918
Open	78,418	Open	81,418	Open	84,418
Open	83,996	Open	86,996	Open	89,996

**WICSD-WITA**  
**Article XII**

Open	86,996	Open	89,996	Open	92,996
Open	88,703	Open	91,703	Open	94,703
Open	90,531	Open	93,531	Open	96,531
Open	93,119	Open	96,119	Open	99,119
Open	94,421	Open	97,421	Open	100,421
Open	95,498	Open	98,498	Open	101,498

All teachers move up one step on the salary schedule in each year of the contract.

**B. PAYROLL OPTIONS**

Once at the beginning of each fiscal year (July 1), or upon employment, teachers shall have the option of being paid either:

1. On the basis of 26 pay periods, six of which are combined in the last paycheck of the school year,  
or
2. On the basis of 21 equal paychecks.

**C. PROFESSIONAL TRAINING**

Unit members who, at the request of the District, attend during July, August and/or holiday recesses any program that encourages professional growth or is necessitated by changes in curriculum or equipment shall receive salary payments of \$225 (\$235 effective July 1, 2010) per day.

**D. CURRICULUM WRITING**

Unit members will be remunerated at the rate of \$225 (\$235 effective July 1, 2010) per day for curriculum writing authorized by the District.

**E. COMPENSATION FOR MILEAGE**

Teachers required to use their own cars for travel within the District or to and from conferences attended under District auspices will be reimbursed at the prevailing IRS rate per mile.

**F. BUILDING TRANSFERS: COMPENSATION TO TEACHERS**

The per diem rate for teachers moving to another building shall be \$225 (\$235 effective July 1, 2010) per day.



## **Article XII**

### **G. TUITION REIMBURSEMENT**

1. Courses to be considered for tuition reimbursement must relate directly to the staff member's present assignment.
2. Prior approval must be granted at least two weeks in advance of course registration by the building principal, and the Executive Director of Personnel. The form, Application for Courses to be Claimed for Tuition Reimbursement, shall be used for communicating requests and subsequent actions.
3. Successfully completed courses shall be approved for tuition reimbursement upon receipt of an official transcript bearing the signature and seal of the college or university and proof of payment.

Payment will be made within three weeks from the date of receipt of official transcripts in the Superintendent's office. (Provision of transcripts is the responsibility of the staff member.)

4. Reimbursement of tuition costs shall be subject to the following additional considerations:
  - a. Nine (9) credits shall be the maximum number of credits eligible for tuition reimbursement from July 1 through June 30.
  - b. Eligible staff members shall be full time and currently employed in the school district. Staff members on an unpaid leave of absence will not be eligible.
  - c. Courses completed will be reimbursed at a percentage of the SUNY rate, depending on final grade: Pass = 100%, Fail = 0%
  - d. Teachers matriculated in a non-SUNY institution as of July 1, 2003, may continue to be reimbursed at that institution's rate,
5. Exceptions that enhance any of the above regulations may be considered by the Superintendent of Schools.
6. Unit members shall be paid \$108.00 for each 12-clock hours, for all TLC courses. For all other applications unit members will receive \$50.00 for each 15 hours.

### **H. STUDENT TEACHER VOUCHERS**

The assignment and transfer of tuition vouchers will be administered by the Personnel Office according to the following guidelines

Teachers relinquishing a voucher shall receive top priority for receiving a reassigned voucher, subject to availability, for a period of three years.

The District and the WITA shall publicize the process, procedures, and regulations related to Student Teacher Vouchers with the staff in November and April of each year.

## **Article XII**

The President of the WITA may request that the Executive Director of Personnel prepare a summary report of vouchers received and reassigned annually.

Vouchers will be distributed on the basis of the following priorities:

- a. New teachers working for permanent certification.
- b. Teachers working for additional certification which is related to District needs.
- c. Teachers wishing to improve their skills and knowledge, especially as related to District initiatives.

### **I. NATIONAL BOARD CERTIFICATION**

Teachers receiving National Board Certification designation shall receive an annual stipend of \$1,500 for ten years upon presentation of successful completion or continuation of the certification requirements. The district will reimburse up to \$2,700 for the application fees for national certification, using the same process as tuition reimbursement.

### **J. SERVICE INCREMENT PLAN**

Each year, for retirements effective June 30 – August 31

A service increment will be available for retiring teachers. Eligible teachers who meet the following requirements will receive a single payment of \$20,000 in the July following retirement. The eligibility requirements are as follows:

- a. The teacher must have, at the time of retirement, a minimum of 20 years of full time service in the district. Years of service will include academic leaves and the final year of service.
- b. The teacher must be eligible to retire without penalty under the New York State Teachers' Retirement System.
- c. The teacher must submit an irrevocable letter of retirement to the Director of Personnel by December 1 preceding the date of retirement.
- d. The teacher must retire in the school year in which the teacher first meets all of the eligibility requirements.

At the discretion of the Superintendent the resignation, deadlines and date of retirement may be waived.

**ARTICLE XIII**

**COMPENSATION FOR SPECIAL DUTIES**

**A. SUBJECT MATTER COORDINATORS, CONTACT TEACHERS, FOURTH GRADE TEAM LEADERS**

The stipends for the 2009-10 through 2011-12 school years shall be as follows:

First Work Day in September – June 30

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
Curriculum Coordinators	\$4,236	\$8,472	\$8,802
Contact Teachers / Fourth Grade Team Leaders	\$3,169	\$3,293	\$3,421

Two Days of Employment of Week Prior to Labor Day and First Work Day in September – June 30

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
Curriculum Coordinators	\$5,030	\$10,060	\$10,452
Contact Teachers/Fourth Grade Team Leaders	\$4,025	\$4,182	\$4,345

The larger stipend shall be available to subject matter coordinators and contact teachers and fourth grade team leaders who agree to work the requisite two days before the school year starts in September.

**B. K-3 TEAM LEADERS**

The stipend for K-3 team leaders shall be:

2009-10	\$5,439
2010-11	\$5,651
2011-12	\$5,872

**C. COORDINATOR OF MEDIA SERVICES**

The salary of the coordinator of media services will be increased by \$600 plus step in year one, and a 3.9% increase in years two and three of this agreement. In each instance, the increase shall be over the previous year's salary.

**D. CHAIRPERSON FOR THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE)**

The stipend for 2009-10 will be 4,551, for 2010-11 will be \$4,728, and for 2011-12 will be \$4,913.

**WICSD-WITA****Article XIII****E. INFORMATION SERVICES SPECIALIST**

The salary of the information services specialist will be increased by \$600 plus step in year one, and a 3.9% increase in years two and three of this agreement. In each instance, the increase shall be over the previous year's salary.

**F. PAYROLL OPTIONS FOR COORDINATORS, CONTACT TEACHERS, K-3 TEAM LEADERS, AND FOURTH GRADE TEAM LEADERS**

Three pay options for coordinators, contact teachers, K-3 team leaders, and fourth grade team leaders shall be:

1. Two lump sum payments (December, May)
2. Payment over 26 pay periods
3. Payment over 21 pay periods

**G. SPECIAL ASSIGNMENTS (CLUBS, ORGANIZATIONS, PRODUCTIONS, ETC.)**

Co-curricular clubs may be created by the Principal as needed, with permission of the Superintendent of Schools. The salary for any new positions must be agreed upon by both parties.

**I.H.S.**

	<b><u>2009-10</u></b>	<b><u>2010-11</u></b>	<b><u>2011-12</u></b>
<b>Costume Design</b>			
Spring Play	\$916	\$952	\$989
Fall Play	\$916	\$952	\$989
Spring Musical	\$1,832	\$1,903	\$1,978
<b>Drama Coach</b>			
Spring Play	\$1,546	\$1,606	\$1,669
Fall Play	\$1,546	\$1,606	\$1,669
Spring Musical	\$3,420	\$3,553	\$3,692
<b>Stage Tech Director Fall</b>	\$1,546	\$1,606	\$1,669
<b>Stage Tech Director Spring</b>	\$1,546	\$1,606	\$1,669
<b>Stage Director Musical</b>	\$2,046	\$2,126	\$2,209
<b>Tech Director</b>	\$1,030	\$1,070	\$1,112
<b>Choreographer (Musical)</b>	\$1,832	\$1,903	\$1,978
<b>Choral Director (Musical)</b>	\$2,443	\$2,538	\$2,637
<b>Music Director (Musical)</b>	\$2,443	\$2,538	\$2,637
<b>Drama Coordinator</b>	\$1,038	\$1,078	\$1,121
<b>Football Band Director</b>	\$855	\$888	\$923

Yearbook	\$3,298	\$3,427	\$3,560
Senior Magazine Advisor	\$855	\$888	\$923
Senior Class Advisor	\$3,908	\$4,060	\$4,219
Junior Class Advisor	\$1,441	\$1,497	\$1,556
Sophomore Class Advisor	\$855	\$888	\$923
Freshman Class Advisor	\$855	\$888	\$923
National Honor Society	\$855	\$888	\$923
<i>Student Government</i>			
Position 1	\$3,908	\$4,060	\$4,219
Position 2	\$3,908	\$4,060	\$4,219
MasterMinds Position 1	\$1,526	\$1,586	\$1,647
MasterMinds Position 2	\$1,526	\$1,586	\$1,647
Newspaper	\$3,664	\$3,807	\$3,955
U.N. Club	\$2,443	\$2,538	\$2,637
Science Club	\$855	\$888	\$923
Art Club	\$855	\$888	\$923
<i>DECA</i>			
Position 1	\$1,526	\$1,586	\$1,647
Position 2	\$1,526	\$1,586	\$1,647
Position 3	\$1,526	\$1,586	\$1,647
Ski Club	\$1,222	\$1,270	\$1,319
Diversity Club	\$855	\$888	\$923
Odyssey of the Mind	\$855	\$888	\$923
<i>Tour del Sol</i>			
Position 1	\$1,343	\$1,395	\$1,450
Position 2	\$1,343	\$1,395	\$1,450
Position 3	\$1,343	\$1,395	\$1,450
Position 4	\$1,343	\$1,395	\$1,450
WIRQ	\$2,791	\$2,900	\$3,013
Green Team	\$855	\$888	\$923
Gay/Straight Club	\$855	\$888	\$923
German Club	\$350	\$364	\$378
Book Club	\$855	\$888	\$923
Latin Club	\$350	\$364	\$378
Sweet 16 Club	\$855	\$888	\$923
Dead Singers	\$855	\$888	\$923
Varsity Club	\$1,222	\$1,270	\$1,319
<i>Open (5)</i>			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Position 3	\$855	\$888	\$923
Position 4	\$855	\$888	\$923

osition 5	\$855	\$888	\$923
-----------	-------	-------	-------

### **Dake School**

<i>Operetta or Play</i>			
Music Director	\$2,467	\$2,563	\$2,663
Drama Coach	\$2,467	\$2,563	\$2,663
Choreographer	\$1,026	\$1,066	\$1,108
Costume Design	\$1,026	\$1,066	\$1,108
Stage Director	\$1,026	\$1,066	\$1,108
Drama Club	\$855	\$888	\$923
<i>Student Government</i>			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Yearbook	\$1,710	\$1,777	\$1,846
Newspaper	\$855	\$888	\$923
Conflict Resolution			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Ski Club	\$1,222	\$1,270	\$1,319
Odyssey of the Mind	\$855	\$888	\$923
Natural Helpers (2)			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Cable Club	\$855	\$888	\$923
Men's Choir	\$855	\$888	\$923
Open (8)			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Position 3	\$855	\$888	\$923
Position 4	\$855	\$888	\$923
Position 5	\$855	\$888	\$923
Position 6	\$855	\$888	\$923
Position 7	\$855	\$888	\$923
Position 8	\$855	\$888	\$923
<b>Iroquois School</b>			
Student Production	\$1,443	\$1,499	\$1,558
Newspaper	\$855	\$888	\$923
Student Council	\$855	\$888	\$923
Outdoor Education	\$855	\$888	\$923
Ski Club			
Position 1	\$1,082	\$1,124	\$1,168
Position 2	\$1,082	\$1,124	\$1,168
Odyssey of the Mind	\$855	\$888	\$923
Authors' Club	\$855	\$888	\$923

Science Club	\$855	\$888	\$923
Fiddle Club	\$855	\$888	\$923
Knowledge Bowl	\$855	\$888	\$923
Art Club	\$855	\$888	\$923
Math Olympiad	\$855	\$888	\$923
Open (5)			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Position 3	\$855	\$888	\$923
Position 4	\$855	\$888	\$923
Position 5	\$855	\$888	\$923
<b><u>Rogers School</u></b>			
Student Production	\$1,443	\$1,499	\$1,558
Newspaper	\$855	\$888	\$923
Student Council	\$855	\$888	\$923
Outdoor Education	\$855	\$888	\$923
Ski Club	\$1,082	\$1,124	\$1,168
Odyssey of the Mind	\$855	\$888	\$923
Science Club	\$855	\$888	\$923
Skating Club	\$855	\$888	\$923
Art Club	\$855	\$888	\$923
Drum Ensemble	\$855	\$888	\$923
Fiddle Club	\$855	\$888	\$923
Recycling Club	\$855	\$888	\$923
Math Olympiad	\$855	\$888	\$923
Open (5)			
Position 1	\$855	\$888	\$923
Position 2	\$855	\$888	\$923
Position 3	\$855	\$888	\$923
Position 4	\$855	\$888	\$923
Position 5	\$855	\$888	\$923

**WICSD-WITA**  
**Article XIII**

**H. ACTING PRINCIPAL**

Any unit member who serves as Acting Principal shall be paid a stipend of \$65 (\$68 effective July 1, 2010) if a single day is served and \$90 (\$94 effective July 1, 2010) per day when two or more consecutive days are served.

The Acting Principal will receive a prorated stipend of one-half the normal stipend in those situations when the building principal is out of the building less than a full day and determines it is necessary for the Acting Principal to be responsible.

**I. COACHES' SALARIES**

The West Irondequoit Central School District and the West Irondequoit Teachers' Association agree that the below noted Coaches' Salary Schedule is effective from July 1, 2009 to June 30, 2012. Further, new coaches shall be advised that coaches move from Step I to Step II after two seasons; from Step II to Step III after four seasons; from Step III to Step IV after six seasons; and from Step IV to Step V after eight seasons.

**J. COACHES' LONGEVITY**

Varsity, Junior Varsity, freshman, assistant and modified coaches with five or more years of credited coaching experience will receive the indicated longevity increases in addition to the 5th step on the coaching salary scale.

5 years – 10 years	\$225 (\$234 effective July 1, 2010)
11 years –15 years	\$425 (\$442 effective July 1, 2010)
16 years –20 years	\$625 (\$649 effective July 1, 2010)
21 years –25 years	\$825 (\$857 effective July 1, 2010)
Over 25 years	\$1,025 (\$1,065 effective July 1 2010)



Coaches Salary Scale - July 1, 2009 - June 30, 2012

K. Coaches' Schedule

	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12
	Step 1		Step 2		Step 3		Step 4		Step 5	
Football (Head)	4,686	4,869	4,957	5,150	5,246	5,451	5,552	5,769	5,875	6,104
Assistants	3,514	3,651	3,718	3,863	3,935	4,088	4,164	4,326	4,407	4,579
Jr. Varsity	3,279	3,407	3,471	3,606	3,673	3,816	3,886	4,038	4,113	4,273
Freshman	2,342	2,433	2,479	2,576	2,623	2,725	2,776	2,884	2,938	3,053
Boys' Soccer	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Assistant	2,620	2,722	2,772	2,880	2,933	3,047	3,103	3,224	3,283	3,411
JV Soccer	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Girls' Soccer	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Assistant	2,620	2,722	2,772	2,880	2,933	3,047	3,103	3,224	3,283	3,411
JV Soccer	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Boys' Volleyball	3,190	3,314	3,375	3,507	3,572	3,711	3,781	3,928	4,000	4,156
JV Volleyball	2,233	2,320	2,363	2,455	2,500	2,598	2,646	2,749	2,800	2,909
Field Hockey	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Assistant	2,620	2,722	2,772	2,880	2,933	3,047	3,103	3,224	3,283	3,411
JV Field Hockey	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Girls' Tennis	2,482	2,579	2,626	2,728	2,779	2,887	2,941	3,056	3,113	3,234
JV Tennis	1,737	1,805	1,839	1,911	1,946	2,022	2,058	2,138	2,179	2,264
Cross Country	3,072	3,629	3,250	3,840	3,439	4,062	3,639	4,299	3,852	4,549
Assistant	2,304	2,722	2,438	2,880	2,570	3,047	2,729	3,224	2,887	3,411
JV Cross Country	2,150	2,540	2,276	2,688	2,408	2,845	2,547	3,010	2,696	3,186
Girls' Swimming	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Diving	2,620	2,722	2,772	2,880	2,933	3,047	3,103	3,224	3,283	3,411
JV Swimming	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Cheerleading	4,607	4,787	4,875	5,065	5,158	5,359	5,459	5,672	5,777	6,004
JV Cheerleading	3,225	3,351	3,412	3,545	3,611	3,752	3,820	3,969	4,043	4,201
Mod. A	2,303	2,393	2,437	2,532	2,580	2,681	2,731	2,838	2,889	3,002

	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12
	Step 1		Step 2		Step 3		Step 4		Step 5	
Boys' Basketball	4,520	4,696	4,783	4,970	5,061	5,258	5,356	5,565	5,667	5,888
Assistant	3,390	3,522	3,587	3,727	3,795	3,943	4,015	4,172	4,248	4,414
JV Basketball	3,164	3,287	3,348	3,479	3,543	3,681	3,749	3,895	3,967	4,122
Freshman	2,259	2,347	2,391	2,484	2,531	2,630	2,677	2,781	2,834	2,945
Girls' Basketball	4,520	4,696	4,783	4,970	5,061	5,258	5,356	5,565	5,667	5,888
Assistant	3,390	3,522	3,587	3,727	3,795	3,943	4,015	4,172	4,248	4,414
JV Basketball	3,164	3,287	3,348	3,479	3,543	3,681	3,749	3,895	3,967	4,122
Freshman	2,259	2,347	2,391	2,484	2,531	2,630	2,677	2,781	2,834	2,945
Wrestling (Head)	4,228	4,393	4,473	4,647	4,733	4,918	5,009	5,204	5,301	5,508
Assistants	2,960	3,075	3,130	3,252	3,314	3,443	3,506	3,643	3,711	3,856
JV Wrestling		2,637		2,790		2,952		3,124		3,306
Girls' Volleyball	3,805	3,953	4,027	4,184	4,261	4,427	4,509	4,685	4,771	4,957
JV Volleyball	2,664	2,768	2,818	2,928	2,982	3,098	3,156	3,279	3,340	3,470
Mod. A	1,903	1,977	2,013	2,092	2,131	2,214	2,255	2,343	2,386	2,479
Hockey	4,228	4,393	4,473	4,647	4,733	4,918	5,009	5,204	5,301	5,508
Assistant	2,968	3,084	3,127	3,249	3,340	3,470	3,499	3,635	3,711	3,856
Skiing (Alpine)	3,190	3,314	3,375	3,507	3,572	3,711	3,781	3,928	4,000	4,156
Skiing (Nordic)	3,190	3,314	3,375	3,507	3,572	3,711	3,781	3,928	4,000	4,156
Bowling	2,203	2,289	2,331	2,422	2,466	2,562	2,610	2,712	2,762	2,870
Girls' Gymnastics	4,228	4,393	4,473	4,647	4,733	4,918	5,009	5,204	5,301	5,508
Boys' Swimming	3,805	3,953	4,027	4,184	4,261	4,427	4,509	4,685	4,771	4,957
Diving	2,854	2,965	3,019	3,137	3,194	3,319	3,380	3,512	3,576	3,715
JV Swimming	2,664	2,768	2,818	2,928	2,982	3,098	3,156	3,279	3,340	3,470
Baseball	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Assistant	2,620	2,722	2,772	2,880	2,932	3,046	3,103	3,224	3,282	3,410
JV Baseball	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Mod. A	1,746	1,814	1,848	1,920	1,956	2,032	2,070	2,151	2,189	2,274
Lacrosse	3,986	4,141	4,218	4,383	4,463	4,637	4,723	4,907	4,998	5,193
Assistant	2,990	3,107	3,164	3,287	3,348	3,479	3,543	3,681	3,749	3,895
JV Lacrosse	2,790	2,899	2,952	3,067	3,124	3,246	3,306	3,435	3,499	3,635

	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12	2009-10	2010-12
	Step 1		Step 2		Step 3		Step 4		Step 5	
Boys' Tennis	2,673	2,777	2,828	2,938	2,993	3,110	3,167	3,291	3,351	3,482
JV Tennis	1,871	1,944	1,980	2,057	2,094	2,176	2,216	2,302	2,345	2,436
Softball	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Assistant	2,620	2,722	2,772	2,880	2,932	3,046	3,103	3,224	3,282	3,410
JV Softball	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Boys' Track	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Boys' Assistant Track (spring)		2,542		2,689		2,846		3,011		3,187
JV Track	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Boys' Indoor Track		3,493		3,696		3,910		4,138		4,378
Assistant		2,445		2,587		2,738		2,897		3,066
Girls' Indoor Track		3,493		3,696		3,910		4,138		4,378
Assistant		2,445		2,587		2,738		2,897		3,066
Girls' Track	3,493	3,629	3,696	3,840	3,910	4,062	4,138	4,299	4,378	4,549
Girls' Assistant Track (spring)		2,542		2,689		2,846		3,011		3,187
JV Track	2,445	2,540	2,587	2,688	2,738	2,845	2,897	3,010	3,066	3,186
Golf	2,105	2,187	2,228	2,315	2,357	2,449	2,494	2,591	2,639	2,742
JV Golf	1,474	1,531	1,559	1,620	1,649	1,713	1,745	1,813	1,846	1,918
Athletic Trainer	4,766	4,952	5,043	5,240	5,336	5,544	5,646	5,866	5,975	6,208
Equipment Manager	4,083	4,242	4,320	4,488	4,572	4,750	4,838	5,027	5,120	5,320
Scheduler	2,000	2,078	2,116	2,199	2,239	2,326	2,369	2,461	2,506	2,604
GRADES 7/8										
Soccer	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245
Cross Country	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245
Basketball	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245
Wrestling	1,939	2,015	2,052	2,132	2,172	2,257	2,299	2,389	2,432	2,527

	2009- 10	2010- 12	2009- 10	2010- 12	2009- 10	2010- 12	2009- 10	2010- 12	2009- 10	2010- -12
	Step 1		Step 2		Step 3		Step 4		Step 5	
Volleyball	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245
Softball/Baseball	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245
Football	2,203	2,289	2,331	2,422	2,466	2,562	2,610	2,712	2,762	2,870
Assistant	1,652	1,716	1,748	1,816	1,850	1,922	1,958	2,034	2,072	2,153
Track (Head)	2,117	2,200	2,241	2,328	2,370	2,462	2,510	2,608	2,656	2,760
Assistant	1,588	1,650	1,680	1,746	1,778	1,847	1,881	1,954	1,990	2,068
Lacrosse	2,117	2,200	2,241	2,328	2,370	2,462	2,510	2,608	2,656	2,760
Field Hockey	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245
Swimming	1,723	1,790	1,824	1,895	1,930	2,005	2,042	2,122	2,161	2,245

**ARTICLE XIV**

**GRIEVANCE PROCEDURE**

**A. SECTION I – DECLARATION OF PURPOSE**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of members of the unit.

**B. SECTION II – DEFINITIONS**

**2.1** A Grievance is: any alleged violation of the application of terms or provisions of this Agreement, or a claim based upon an event which affects the conditions of employment of unit members, allegedly caused by misinterpretation or inequitable application of established policy. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of teaching, including those instances where determination of salary is subject to such evaluation.

**2.2** The term Supervisor shall mean: the building principal, vice-principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.

**2.3** Association shall mean: West Irondequoit Teachers' Association.

**2.4** Aggrieved Party shall mean: any person or group of persons in the negotiating unit filing a grievance.

**2.5** Party in Interest shall mean: the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

**2.6** Grievance Committee is: the committee created and constituted by the West Irondequoit Teachers' Association to act on behalf of the aggrieved party in the process of a grievance.

**2.7** Hearing Officer shall mean: any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

**WICSD-WITA**  
**Article XIV**

**C. SECTION III – PROCEDURES**

**3.1** All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when, and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

**3.2** Except for informal decisions at (Section 5.1) Stage 1.a., all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the unit member and the Association.

**3.3** If a grievance affects a significant number of unit members and is associated with system wide provisions of the Agreement, it may be submitted by the Association directly at (Section 5.2) Stage 2 described on page 68.

**3.4** The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours from 8:00 A.M. to 4:30 P.M. on regularly scheduled school days. All parties will avoid interruption of classroom activity and unnecessary involvement of students in any phase of the grievance procedure.

**3.5** The District and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party and the Hearing Officer all pertinent material and relevant documents, communications, and records not privileged under law in their possessions or control which are relevant to the issues raised by the grievance.

**3.6** Except as otherwise provided in Articles 5.1.a. and 5.1.b., an aggrieved party, any party in interest, and the party alleged to be responsible for causing the said events or conditions, shall have the right at all stages of a grievance to confront and cross-examine all witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

**3.6.1** Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such service shall pay the cost involved.

**3.6.2** Any aggrieved party may be represented at all steps and stages of the grievance procedure by the Association or its representative, with the consent of the aggrieved party.

**3.7** No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the District, by any of the Administration, by the Association, or by any unit member against the aggrieved party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

**Article XIV**

**3.8** Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the Association. The Superintendent of Schools shall then have them duplicated and distributed so as to facilitate operation of the grievance procedure.

**3.9** All documents, communications, and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants.

**3.10** Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement

**3.11** If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**3.12** The Superintendent will accumulate and maintain grievance records, which shall be available for inspection and/or copying by the Aggrieved Party and the Grievance Committee, but shall not be deemed a public record.

**3.13** The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided.

**D. SECTION IV – TIME LIMITS**

**4.1** It is important to good relationships that grievances be processed as rapidly as possible. The time limits specified for either party may be extended only by mutual agreement.

**4.2** No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available stage within 20 school days after the unit member knew or should have known of the act or condition on which the grievance is based.

**4.3** If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

**4.4** Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

**4.5** In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be adjusted as mutually agreed upon so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

**E. SECTION V – STAGES**

**5.1 Stage 1: Principal**

- a. A unit member having a grievance will discuss it with his/her principal either directly or with a representative, with the objective of resolving the matter informally. The unit member will indicate to the principal that a grievance is under discussion, by stating: "This is a grievance."
- b. In the event that a member of the negotiating unit has been aggrieved but elects not to file a grievance, the Association may institute grievance proceedings in those instances where the aggrieved party's absence precludes exercise of the grievance procedure and provided the Association has the written consent of the aggrieved party.
- c. If the grievance is not resolved informally, it shall be reduced to writing and presented to the principal. Within 15 school days after the written grievance is presented to him/her, the principal shall render a decision thereon, in writing, and present it to the unit member, his/her representative, and the Association.

**5.2 Stage 2: Superintendent**

- a. If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determined that the aggrieved party has a legitimate grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen school days after the party has received such written decision. Copies of the written decision at Stage 1 and of all other written material applicable to Stage 1 shall be submitted with the appeal.
- c. Within 15 school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative-, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the aggrieved party, The Grievance Committee, and its representative within fifteen school days after the conclusion of the hearing.



**WICSD-WITA**  
**Article XIV**

**5.3 Stage 3: Arbitration**

- a. If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines the grievance to be meritorious, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen school days of the decision at Stage 2.
- b. Within 15 school days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made by either party to the American Arbitration Association. In the event the parties do not agree on the question to be arbitrated, the arbitrator shall state the question either at the hearing or as a part of the decision.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than 21 calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- d. The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass on alleged violations thereof.
- e. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- f. The decision of the arbitrator shall be final and binding upon all parties.
- g. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

**ARTICLE XV**

**A. DISTRICT MERGES OR CONSOLIDATION**

In the event that the West Irondequoit Central School District voluntarily merges or consolidates with another school district or entity of a similar nature, this contract shall remain in effect until a successor agreement is reached.

In the event that the West Irondequoit Central School District is required to merge or consolidate with another school district or entity of a similar nature, the State imposed terms of such merger, consolidation or regional reorganization shall take precedence over the terms and conditions of this contract to the extent mandated by statute and subject to ultimate determination of law.

**ARTICLE XVI**

**IMPLEMENTATION OF AGREEMENT**

**A. AMENDMENTS**

The executed Agreement shall constitute the full and complete commitments between both parties and shall remain in effect for the term of this Agreement unless otherwise altered through the voluntary, mutual consent of the parties in a written and signed amendment.

**B. EFFECT OF FUTURE CHANGES**

Before the Board adopts a change in policy which affects the terms and conditions of employment of unit members, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board provided it files such a request with the Board within five working days after receipt of said notice.

**C. DISTRIBUTION OF AGREEMENT**

Sufficient copies of this Agreement shall be duplicated by the District within three weeks after its execution. These copies shall be distributed by the Association to all unit members. Unit members employed during the duration of this Agreement shall be supplied with copies of this Agreement by the District's Director of Personnel.

**D. SAVING CLAUSE**

In the event any provision of the Agreement is found to violate applicable laws, said provisions shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect.

**WICSD-WITA**  
**Article XVI**

E. DURATION

This Agreement shall be effective as of July 1, 2009 except where otherwise noted, and shall continue in effect through June 30, 2012

IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
President  
West Irondequoit Teachers' Association

\_\_\_\_\_  
Superintendent of Schools  
West Irondequoit Central School District

Legislative Approval (Board of Education)

Date: \_\_\_\_\_  
Clerk of the Board

West Irondequoit Central School District  
Irondequoit, N.Y. 14617  
Home of the Eagles

**Addendum I**

**VARSITY HEAD COACH EVALUATION**

Name: \_\_\_\_\_ Varsity Sport: \_\_\_\_\_ Year: \_\_\_\_\_

- Pre-Season meeting date: \_\_\_\_\_
- Post-Season meeting date: \_\_\_\_\_

<i>Visitation Date/Time</i>	<i>Game/Meet</i>	<i>Practice</i>	<i>Other</i>

**I. Purpose of the Evaluation:**

- a. To provide a systematic summary and appraisal of a coach's effectiveness by:
  - . Informing the coach of his/her strengths and/or weaknesses.
  - . Indicating suggestions for continued growth
- b. To provide an opportunity for the coach to gain insight and to share in his/her evaluation.
- c. To provide a permanent record of a coach's professional accomplishments and contributions to the total program.

**II. Procedure for Evaluating Coaches:**

- a. A coach will be evaluated at the conclusion of that particular sport season. The athletic director will evaluate all head coaches.
- b. Assistant coaches will be evaluated by a team consisting of the head coach and athletic director. Written evaluations of assistant coaches by head coaches will not become part of the permanent record.
- c. Together with each head coach, the athletic director will review the coach's evaluation at the conclusion of the season. Each head coach, assistant and sub-varsity, will receive a copy of his/her evaluation from the Athletic Director. The coach's evaluation form will then be filed in a central location. If the coach disagrees with the evaluation, a conference will be held between the coach and the athletic director to discuss areas of disagreement. If this meeting fails to resolve outstanding issues, the coach may submit a written rebuttal statement to be attached to the evaluation.

**III. Explanation of Ratings:**

Individual Rating Scale Standards and Overall Assessment listed in the three major areas of competencies:

- |                      |   |
|----------------------|---|
| 1. Unsatisfactory    | -Does not satisfactorily meet the standards described in the various competencies |
| 2. Needs Improvement | -Does not consistently meet the standards described in the various competencies.  |
| 3. Satisfactory      | - Consistently meets the standards described in the various competencies.         |
| 4. Outstanding       | - Consistently exceeds the standard described in the various competencies.        |
| N/A Not-Applicable   | - Individual standard does not apply to that specific individual.                 |

**For Performance in This Assignment:**

- Satisfactory - To be recommended for continued assignment.
- Probationary - To be recommended for reassignment, provided an understanding can be reached in areas where improvement is suggested.
- Unsatisfactory - Not to be recommended for reassignment.

## **COACH' S EVALUATION**

**Rating Scale:**    **NA**    **1. Unsatisfactory**    **2- Needs Improvement**    **3- Satisfactory**    **4- Outstanding**

### **I. PROFESSIONAL AND PERSONAL RELATIONSHIPS**

### **CIRCLE RATING**

- |  |            |
|--|------------|
| 1. Understands and follows rules and regulations set forth by the league, Section, state and national advisory board | NA 1 2 3 4 |
| 2. Works cooperatively with Athletic Director.   | NA 1 2 3 4 |
| 3. Keeps Athletic Director informed of all problems in a timely fashion.   | NA 1 2 3 4 |
| 4. Respects and supports other coaches, athletes, and other district personnel                                       | NA 1 2 3 4 |
| 5. Works with athletic director and assistants before, during, and after coaching season for program development.    | NA 1 2 3 4 |
| 6. Cooperates with the media, the league, and Booster Clubs (as applicable)  | NA 1 2 3 4 |
| 7. Accepts and implements athletic department decisions, guidelines and policies.                                    | NA 1 2 3 4 |
| 8. Understands and helps to implement the WI co-curricular policy.   | NA 1 2 3 4 |
| 9. Incorporates suggestions for improvement in a professional manner.  | NA 1 2 3 4 |
| 10. Models proper sideline conduct toward players, officials, and others in attendance at games and practices.       | NA 1 2 3 4 |
| 11. Makes recommendations for athletic awards and participates in selection of recipients.                           | NA 1 2 3 4 |
| 12. Works with other teachers, coaches, and administrators in a professional manner.                                 | NA 1 2 3 4 |
| 13. Communicates with parents during the sports season.  | NA 1 2 3 4 |
| 14. Dresses appropriately at practices and games.  | NA 1 2 3 4 |

**Comments:**

## COACHING PERFORMANCE

## CIRCLE RATING

- |   |            |
|---|------------|
| 1. Models appropriate behavior at practices and athletic contests.  | NA 1 2 3 4 |
| 2. Provides proper supervision and security of locker rooms and practice areas.                               | NA 1 2 3 4 |
| 3. Maintains individual and team discipline and control.  | NA 1 2 3 4 |
| 4. Is well-versed and knowledgeable in matters pertaining to the sport.                                       | NA 1 2 3 4 |
| 5. Provides supervision and control on bus trips.   | NA 1 2 3 4 |
| 6. Develops a well-organized practice schedule which supports the development of continuity within the sport. | NA 1 2 3 4 |
| 7. Understands scouting responsibilities, as appropriate.   | NA 1 2 3 4 |
| 8. Keeps current with new coaching techniques and technology in order to provide quality instruction.         | NA 1 2 3 4 |
| 9. Is prompt and consistent in meeting the team for practice and games.                                       | NA 1 2 3 4 |
| 10. Shows an interest in athletes in classroom efforts and off-season activities.                             | NA 1 2 3 4 |
| 11. Leads by example to encourage positive efforts by participants.   | NA 1 2 3 4 |
| 12. Is familiar with each student's physical health and is aware of the student/athlete's medical history.    | NA 1 2 3 4 |
| 13. Provides an atmosphere of cooperation by being receptive to suggestions, criticism and compliments.       | NA 1 2 3 4 |

## COMMENTS:

### III. RELATED COACHING RESPONSIBILITIES

### CIRCLE RATING

- |   |            |
|---|------------|
| 1. Is concerned about care of equipment, including issue, collection, cleaning, inventory, and storage.   | NA 1 2 3 4 |
| 2. Is cooperative in sharing facilities.  | NA 1 2 3 4 |
| 3. Works with and shows interest in the sub-varsity program.  | NA 1 2 3 4 |
| 4. Follows proper procedure for purchase of equipment.  | NA 1 2 3 4 |
| 5. Works with Sports Boosters' Club and school <b>regarding funds</b> and fundraising activities.   | NA 1 2 3 4 |
| 6. Is cooperative in scheduling non-league and scrimmage games.   | NA 1 2 3 4 |
| 7. Works with Athletic Director prior to notifying Sports Booster Club of his or her program's needs.   | NA 1 2 3 4 |
| 8. Provides the Athletic Director with participant and eligibility lists, athletic permits and medical evaluation forms, academic awards, year-end reports, and other information relative to his or her coaching assignment. | NA 1 2 3 4 |
| 9. Attends coaches' meetings pertaining to his or her sport   | NA 1 2 3 4 |

#### Additional Comments:

#### PERFORMANCE IN THIS ASSIGNMENT- (indicate by circling)

##### Satisfactory

To be recommended for continued assignment

##### Probationary

To be recommended for reassignment, provided an understanding can be reached in areas where improvement is suggested.

##### Unsatisfactory

Not to be recommended for reassignment.

#### Athletic Director's Comments

\_\_\_\_\_  
Athletic Director's Signature

\_\_\_\_\_  
Date

*Coach's Comments*

\_\_\_\_\_  
Coach's Signature

\_\_\_\_\_  
Date

(Signature of coach is only to show that the coach has reviewed the evaluation but does not necessarily agree with the statements.)

West Irondequoit Central School District  
Irondequoit, N.Y. 14617

**Addendum II**

**ASSISTANT /SUB-VARSITY SEASON SUMMARY**

**COACH** \_\_\_\_\_ **POSITION** \_\_\_\_\_

**SPORT** \_\_\_\_\_ **HEAD COACH** \_\_\_\_\_

**Rating Scale:**

**Satisfactory**   or   **Unsatisfactory**

- |   |       |       |
|---|-------|-------|
| 1. Effectively incorporates instruction into his/her coaching   | _____ | _____ |
| 2. Works effectively to motivate the team                       | _____ | _____ |
| 3. Works effectively with the players                           | _____ | _____ |
| 4. Works effectively with head coach and rest of coaching staff | _____ | _____ |
| 5. Knowledge of sport   | _____ | _____ |
| 6. Supervision of players in locker room and other areas        | _____ | _____ |
| 7. Accepts duties given by head coach                           | _____ | _____ |
| 8. Care of equipment  | _____ | _____ |

**COMMENTS:**

**Circle one:**

<b>Successful:</b>	<b>To be recommended for continued assignment.</b>
<b>Unsuccessful</b>	<b>Not recommended for reassignment</b>

**The Coach's signature indicates only that all phases of the appraisal have been conducted with the full knowledge of the Coach.**

**Head Coach's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Assistant Coach's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Athletic Director's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



## INDEX

1	
105 PLAN .....	19
A	
ABSENCES, LEAVES, AND RELEASE TIME.....	22
ACADEMIC FREEDOM .....	2
ACTING PRINCIPAL .....	70
AD HOC ADVISORY COMMITTEES .....	7
ADDENDUM I .....	82
ADDENDUM II .....	86
ALLEGED VIOLATIONS .....	2
ANNUAL ASSIGNMENT .....	15
ANNUAL SCHOOL BUDGET DISCUSSIONS .....	5
B	
BEREAVEMENT LEAVE .....	25
BUILDING TRANSFERS .....	15
C	
CHILD CARE LEAVE .....	28
COACHES' SALARIES .....	70
COMPENSATION FOR SPECIAL DUTIES .....	65
CURRICULUM WRITING .....	62
D	
DEFINITIONS .....	1
DELEGATES TO ANNUAL RETIREMENT MEETING... 30	
DENTAL PLAN .....	21
DISCIPLINARY ACTION .....	38
DISTRICT MERGES OR CONSOLIDATION .....	80
DURATION .....	81
E	
EDUCATIONAL LEAVE .....	26
EMPLOYMENT OF CERTIFIED TEACHERS .....	16
EVALUATION .....	36
F	
FACILITIES .....	14
FAIR DISMISSAL .....	38
FLEXIBLE BENEFITS .....	22
FRINGE BENEFITS .....	19
FULL-TIME TO PART-TIME – BENEFITS .....	17
G	
GOVERNMENT SERVICE .....	28
GRADES 7-12 .....	9
GRADES K-6 .....	10
GRIEVANCE PROCEDURE .....	75
GUARANTEED RIGHTS .....	17
GUIDELINES FOR ASSIGNING SUPERVISORY .....	32
H	
HEALTH, FAMILY, AND PERSONAL CONDITIONS ....	28
HEALTH, SAFETY AND MAINTENANCE .....	13
HOSPITAL-MEDICAL INSURANCE: ACTIVE.....	19
HOSPITAL-MEDICAL INSURANCE: ACTIVE SERVICE UNIT .....	19
HOURS OF DUTY .....	8
I	
IDENTIFICATION OF SUPERVISORS .....	32
IMPLEMENTATION OF AGREEMENT .....	80
INDIVIDUAL FREEDOM .....	2
J	
JURY DUTY AND COURT ATTENDANCE .....	26
K	
K-6 WORK YEAR .....	8
L	
LAYOFF AND RECALL .....	51
LIFE INSURANCE .....	20
LONG-TERM DISABILITY .....	21
M	
MENTOR PROGRAM .....	17
MILEAGE .....	49
MILITARY DUTY .....	28
N	
NATIONAL BOARD CERTIFICATION .....	64
NOTIFICATION OF EMPLOYMENT .....	51
O	
ON-THE-JOB INJURIES .....	20
P	
PAID HOLIDAY ALLOWANCE .....	49
PARAPROFESSIONAL SALARIES .....	46
PARAPROFESSIONAL EVALUATIONS .....	36
PARTNERSHIP FOR CHANGE .....	6
PAYROLL OPTIONS .....	62
PAYROLL DEDUCTION OPTIONS FOR NYSUT .....	30
PERFORMANCE APPRAISAL FORM FOR PARAPROFESSIONALS .....	50
PERSONAL ABSENCE .....	24
PERSONAL ABSENCE IN EXCESS OF FIVE DAYS .....	25
PROCESS OF EVALUATION .....	37
PROFESSIONAL ABSENCES .....	26
PROFESSIONAL TRAINING .....	62
R	
REDUCTION IN FORCE-LAYOFFS .....	16
RELEASE TIME –PARENT CONFERENCES (K-4 AND LSP IN K-6) .....	11
REPRESENTATIVE ASSEMBLY OF THE NEW YORK STATE UNITED .....	30
REVIEW OF STAFFING PLANS .....	17
RIGHTS AND RESPONSIBILITIES .....	2

## S

SCHOOL BASED PLANNING .....	4
SCHOOL BUILDINGS AND FACILITIES.....	13
SCHOOL CALENDAR .....	8
SENIORITY .....	16
SERVICE INCREMENT PLAN.....	64
SICK LEAVE .....	22
SMOKE FREE DISTRICT .....	15
SPECIAL DUTY ASSIGNMENTS.....	5
SPECIAL DUTY SELECTION COMMITTEE .....	5
STAFFING AND DISTRICT SUMMER EMPLOYMENT OPPORTUNITIES.....	15
STUDENT TEACHER VOUCHERS.....	63
SUPERVISION, EVALUATION, TEACHER FOLDERS, .	31

## T

TAX-SHELTERED ANNUITIES .....	21
-------------------------------	----

TEACHER EXCHANGES .....	29
TEACHER PERSONNEL FOLDERS .....	38
TEACHER SALARY .....	61
TEACHERS OF PUPILS WITH DISABILITIES.....	12
TEACHING LOAD .....	9
TEAM LEADERS .....	11
TERMINATION.....	51
TRANSFER.....	52
TRAVELING UNIT MEMBERS.....	13
TUITION REIMBURSEMENT... ..	27

## V

VACATIONS FOR TWELVE-MONTH PARAPROFESSIONALS.....	50
--	----

## W

WORK YEAR AND HOURS OF DUTY .....	7
-----------------------------------	---

